



<b>Request for Proposal Number:</b>	<b>NRCan-5000016113</b>
<b>Title:</b>	Vista Clearing Canada-United States Boundary - Quebec/Vermont West Line
<b>Date of Solicitation:</b>	27 May 2015 (Eastern Daylight Savings Time EDT)
<b>Solicitation Closing Date and Time:</b>	29 June 2015 at 2:00 P.M. (Eastern Daylight Savings Time EDT)
<b>Address Inquiries To Contracting Authority:</b>	<b>Valerie Holmes</b> Natural Resources Canada Procurement Specialist Fax: (613) 947-5477 Email: <a href="mailto:valerie.holmes@nrca-nrcan.gc.ca">valerie.holmes@nrca-nrcan.gc.ca</a>
<b>Security:</b>	There is no security requirement associated with this solicitation.
<b>Send Proposal To:</b>	Natural Resources Canada Bid Receiving Unit, Mailroom 588 Booth street, Room 108 Ottawa, Ontario K1A 0Y7 Attention: <b>Valerie Holmes</b>

**PROCUREMENT BUSINESS NUMBER (PBN)** \_\_\_\_\_

In order to be able to receive a Natural Resources Canada (NRCan) contract, all suppliers **MUST** have a PBN. Companies who do not have a PBN **MUST** register for a PBN in the Supplier Registration Information system, on line at the Business Access Canada (formerly Contracts Canada) Internet site: [<Supplier Registration>](#)

**VENDOR/FIRM NAME AND FULL POSTAL ADDRESS (PLEASE PRINT):**

FIRM NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

CONTACT: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

FACSIMILE: \_\_\_\_\_

EMAIL: \_\_\_\_\_

**NAME AND TITLE OF PERSON AUTHORIZED TO SIGN ON BEHALF OF BIDDER (PLEASE PRINT):**

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

**PROPOSAL TO: NATURAL RESOURCES CANADA**

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

**Signature of Person Authorized to Sign on behalf of Vendor/Firm:**

\_\_\_\_\_

**Date** \_\_\_\_\_



**REQUEST FOR PROPOSAL (RFP)**

**FOR**

**VISTA CLEARING CANADA-UNITED STATES BOUNDARY  
QUEBEC/VERMONT WEST LINE**

**FOR**

**NATURAL RESOURCES CANADA (NRCAN)**

A "Request for Proposal" (RFP) is the solicitation document used to seek proposals or bids from suppliers. The term "Bidder", also called the "Offeror", refers to the potential supplier submitting a proposal or a bid. **The Bidder submitting a proposal may, however, consist of several firms putting one proposal together as a joint venture. In the case of a joint venture, the combined experience of the firms forming the joint venture will be considered for the purposes of determining the Bidders' compliance to the Mandatory and Rated Requirements.**

Wherever the words "Proposal" or 'Bid' appear in this document", each shall be taken to mean the same as the other.

The MANDATORY REQUIREMENTS of this RFP are identified specifically with the words "MANDATORY", "MUST", "ESSENTIAL", "SHALL", "WILL", "IT IS REQUIRED", AND "REQUIRED". IF a MANDATORY REQUIREMENT is not complied with, the proposal will be considered NON-RESPONSIVE and will not receive any further consideration. In the context of this RFP, Non-Responsive, Non-Compliant and Non-Valid shall each be taken to mean the same as the other.

**NOTICE TO BIDDERS:** The following documents are enclosed and form part of this bid package:

**RFP #NRCan-5000016113**, including all Parts, Appendices and Annexes as listed in the Table of Contents below.

The Bidder acknowledges that all of the aforementioned documents were received in its bid package. It is the responsibility of the Bidder to verify the inclusion of all documents, and to obtain copies of any missing items by contacting the Contracting Authority (CA) as identified on Page 1 of this RFP. Failure to obtain any missing document(s) shall not relieve the Bidder from compliance with any obligation imposed by the RFP, nor excuse the Bidder from the guidelines set out therein.



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## PART 1: GENERAL INFORMATION

### 1. Introduction

The bid solicitation is divided into four (4) parts plus 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: Evaluation Procedures and Basis of Selection:** indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, if applicable, and the basis of selection;
- Part 4: Resulting Contract Clauses:** includes the clauses and conditions that will apply to any resulting contract.

The Annexes include:

- Annex "A" - Statement of Work,
- Annex "B" - Technical Evaluation Criteria,
- Annex "C" - Financial Proposal
- Annex "D" - Certifications,

### 2. Summary

By means of this RFP, NRCan is seeking proposals from Bidders to provide vista clearing services between the Canadian and United States boundary at the Quebec/Vermont West Line.

The period of the contract shall be from date of contract award to **September 11, 2015**.

This requirement is subject to the provisions of the Agreement on Internal Trade (AIT).

This procurement is NAFTA exempt according to Annex 1001.1b-2 Services; Section B-Excluded Coverage, Schedule of Canada:

- F004 Land Treatment Practices Services (plowing/clearing, etc.)
- F059. Natural Resources and Conservation Services

This procurement is WTO exempt as it is not included in the inclusion list provided under Appendix 1: Annex 4 - Services.

## PART 2: BIDDER INSTRUCTIONS

### 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](#) issued by Public Works and Government Services Canada (PWGSC).

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 (2014-09-25) Standard Instructions - Goods or Services - Competitive Requirements**, are incorporated by reference into and form part of the bid solicitation.

In the complete context (**except Section 3**):

DELETE: Public Works and Government Services Canada (PWGSC)  
INSERT: Natural Resource Canada (NRCan)

**Section 1 - Code of Conduct and Certifications of 2003 (2014-09-25) Standard Instructions - Goods or Services - Competitive Requirements** is amended as follows:

DELETE: in its entirety

**Section 2 - Procurement Business Number of 2003 (2014-09-25) Standard Instructions - Goods or Services - Competitive Requirements** is amended as follows:

DELETE: Suppliers are required to...  
INSERT: It is suggested that supplier are required to...

**Subsection 5.4 - Submission of Bids of 2003 (2014-09-25) Standard Instructions - Goods or Services - Competitive Requirements** is amended as follows:

DELETE: 60 days  
INSERT: 120 days

**Subsection 8.1 - Transmission by Facsimile of 2003 (2014-09-25) Standard Instructions - Goods or Services - Competitive Requirements** is amended as follows:

DELETE: (819) 997-9776  
INSERT: (613) 995-2920

**Subsection 20.2 - Further Information of 2003 (2014-09-25) Standard Instructions - Goods or Services - Competitive Requirements** is amended as follows:

DELETE: in its entirety

### 2. Submission of Bids / Bid Receiving Unit Address

It is the Bidders responsibility to ensure that proposals are delivered to the following location, by the time and date indicated on page 1 of this RFP document:

Natural Resources Canada  
Bid Receiving Unit - Mailroom  
588 Booth Street, Room 108



Ottawa, Ontario K1A 0Y7  
**Attention: Valerie Holmes**

It is requested that the Bidder's name, return address, Request for Proposal Number, and Bid Closing Date appear legibly on the outside of the envelope containing the Bidder's proposal. Failure to do so may result in bids being misdirected. **NRCan will not assume responsibility for proposals directed to any other location.**

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

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

### **3. 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 questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

To comply with the [Code of Conduct for Procurement](#), bidders are obliged to alert the contracting authority to any factual errors that they discover in bid solicitations.

### **4. Security Requirement**

There is no security requirement associated with this solicitation, however, the Contractor and all personnel must have a valid Passport issued by Passport Canada.

### **5. Bidder Financial Capacity**

The Bidder may be required to provide, prior to contract award, specific information with respect to their legal and financial status, and their technical and financial capability to satisfy the requirements as stipulated in this RFP. If requested, financial information to be provided shall include, but not be limited to, the Bidder's most recent audited financial statements or financial statements certified by the Bidder's chief financial officer. Information requested by NRCan is to be provided by the Bidder as stipulated in the request by the Contracting Authority.

Should the Bidder provide the requested information to Canada in confidence, while indicating that the disclosed information is confidential, Canada will then treat the information in a confidential manner as provided in the Access to Information Act.

In the event that a proposal is found to be non-responsive on the basis that the Bidder is considered not to be financially capable of performing the subject requirements, official notification shall be provided to the Bidder by NRCan.

## 6. Applicable Laws

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

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.

## 7. Disclosure of Information

Any information, data and/or Intellectual Property which is provided in a proposal and is demonstrably proprietary to a Bidder, shall be so identified specifically (by paragraph, table, figure) in the proposal, and Natural Resources Canada will endeavor to protect such proprietary information, data and/or Intellectual Property in accordance with the laws of Canada and its normal policies, regulations and procedures. Any financial data and information provided by Bidders for the purpose of this RFP will be treated as "Commercially Confidential" and kept in confidence by Natural Resources Canada unless expressly stated otherwise in this RFP. Such information will not be disclosed, in whole or in part, except on a need-to-know basis for the specific purpose of proposal evaluation and for the activities related to the process of contract award, as applicable. Unless it is required to do so by law, NRCan will not divulge such data and/or information to any third party.

## 8. Conflict of Interest

If NRCan determines the successful Bidder to be in a possible conflict of interest situation, the Bidder will be required, prior to entering into a contractual relationship with NRCan, to disclose any and all holdings and activities that could possibly be in a conflict, real or perceivable, with the mandate and objectives of NRCan. In the event that NRCan decides that action is necessary in order to remove such a conflict, the successful Bidder will be required to take such action (which may include divestiture of certain assets or ceasing to perform certain activities) prior to entering into a contractual relationship with NRCan.

## 9. Mandatory Site Visit (Optional Clause)

It is mandatory that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for site visit to be held on **June 23, 2015 at 11:00 a.m. at end of Chemin du Pipeline, Highwater, Quebec (small community south of Masonville)**. Bidders must communicate with the Contracting Authority no later than **five (5)** day(s) before the scheduled visit to confirm attendance and provide the names of the person(s) who will attend. Bidders will be required to sign an attendance form. Bidders should confirm in their bids that they have attended the site visit. Bidders who do not attend or send a representative will not be given an alternative appointment and their bids will be rejected as non-compliant. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.

## 10. Basis for Canada's Ownership of Intellectual Property

The contract will not result in the development of any intellectual property.

## 11. Bid Preparation Instructions

Natural Resources Canada encourages the use of recycled paper and **two-sided printing**. Reduction in the size of documents will contribute to Natural Resources Canada's sustainable development initiatives and reduce waste.

In support of the Policy on Green Procurement, it is requested that bidders provide their bid in separately bound sections as follows:





**HARD COPY:**

**Section I:** Technical Bid - 4 copies (1 original, 3 copies)

**Section II:** Financial Bid - 1 copy, **under separate cover**. Prices related to the current solicitation must appear in the financial bid only and are not to be indicated in any other section of the bid; prices referenced in the financial bid should not to be repeated in any other section of the bid.

**Section III:** Certifications - 1 copy

OR:

**ELECTRONIC STORAGE MEDIA:**

Since NRCan is working towards a greener environment by eliminating all hard copy file folders, we prefer to have all bids on a CD/DVD or USB. If you wish to submit in this format, please provide the following:

**Section I:** Technical Bid - 4 copies (1 original, 3 copies)

**NOTE:** 1 CD/DVD/USB will contain: 1 Technical, sole Financial Bid, Certifications and signed first page  
3 CD/DVD/USB will contain: just the Technical Bid

**Section II:** Financial Bid - 1 copy (included with original Technical Bid).

**Section III:** Certifications - 1 copy (included with original Technical Bid and sole Financial Bid)

**Note: NRCan will accept either Hard copy or Electronic Storage Media submitted bids. However, it is NRCan's preference that you submit using Electronic Storage Media in order to adhere to our green initiative.**

No payment shall be made for costs incurred by the Bidder in the preparation and submission of a proposal in response to this RFP.

All fees, associated with the transfer of data or of all documents as may be required by NRCan as part of the solicitation process, are the responsibility of the Bidder. No costs incurred by the Bidder before receipt of a signed contract or specified written authorization from the Contracting Authority can be charged to any resulting contract.

**NOTE: WHEN SUBMITTING A BID TO THIS SOLICITATION AND YOU USE A COURIER SERVICE, YOU ARE ADVISED TO WRITE THE BID SOLICITATION NUMBER, CLOSING DATE AND TIME ON THE FRONT OF THE COURIER PACKAGE; NOT JUST ON THE ENVELOPES WITHIN THE COURIER PACKAGE IN ORDER TO AVOID ANY UNCERTAINTY FROM OUR BID RECEIPT UNIT WHEN RECEIVING BIDS WITHOUT ANY INDICATION WHAT THEY ARE FOR.**

b) **Format of Bid:** Canada requests that bidders follow the format instructions described below in the preparation of their bid :

- i. use 8.5 x 11 inch (216 mm x 279 mm) paper;
- ii. use a numbering system that corresponds to the bid solicitation;
- iii. include a title page at the front of each volume of the bid that includes the title, date, bid solicitation number, bidder's name and address and contact information of its representative; and
- iv. Include a table of contents.

c) **Canada's Policy on Green Procurement:** The policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process See the [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders are encouraged to:



- i. use paper containing fibre certified as originating from a sustainably-managed forest and/or containing minimum 30% recycled content; and
- ii. use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

### **1. 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 must demonstrate their capability and describe their approach in a thorough, concise and clear manner for successfully carrying out the work as described in the Annex "A" - Statement of Work".

Bidders must respond to government bid solicitations in an honest, fair and comprehensive manner, accurately reflect their capacity to satisfy the requirements stipulated in the bid or contract documents, and submit bids and enter into contracts only if they will fulfill all obligations of the contract.

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 and may result in a loss of points. 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.

It is the responsibility of the Bidder to obtain clarification of the requirements contained in the RFP, if necessary, prior to submitting a proposal. The Bidder must provide sufficient details in its proposal to substantiate compliance with what is required; all professional experience must be fully documented and substantiated in the proposal(s).

In the event of a proposal submitted through contractual joint venture, the proposal shall either be signed by all members of the joint venture or a statement shall be provided to the effect that the signatory represents all parties of the joint venture. (All members of the joint venture shall be jointly and severally or solidarily liable for the performance of any resulting contract awarded as a result of a joint venture.)

### **2. Page 1 of the RFP Document**

It is mandatory that all bidders sign their submitted proposal. It is requested that all bidders complete, sign and date Page 1 of this RFP (including the name of the submitting organization, the name of the authorized signing person, appropriate addresses, telephone and facsimile numbers and business contact) prior to submitting their proposal. As the signature indicates a clear acceptance of the terms and conditions set out in the RFP, it is the Bidder's responsibility to ensure that the signatory has the authority within its organization to commit the Bidder by making such a contractual offer.

As per article 1 of Part 2, the Bidder hereby agrees, by submitting his/her proposal in response to this RFP, to all the instructions, terms, conditions and clauses detailed herein.

### **3. Section II: Financial Bid**

Bidders must submit their financial bid in accordance with Annex "C"- Financial Proposal. The total amount of Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable.

All bids are evaluated in Canadian currency. Therefore, for evaluation purposes, the noon rate quoted by the Bank of Canada as being in effect on date of bid closing will be applied as the initial conversion factor for the specified currency.



Canada will pay the exchange rate adjustment amount in Canadian currency using the prevailing noon rate on the date of payment by Canada.

**4. Section III: Certifications**

Bidders must submit the certifications as per Annex "D".

## PART 3: EVALUATION PROCEDURES AND BASIS OF SELECTION

### 1. Evaluation Procedures

- (a) Bids will be evaluated in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria and in conjunction with Annex "A" - Statement of Work;
- (b) If the Bidder is deemed non-responsive as a result of evaluation, the bid will be set aside and not considered for contract award.
- (c) The proposed successful bidder will be determined in accordance with the contractor selection method stated in this Part.
- (d) All proposals shall be treated as CONFIDENTIAL and will be made available only to those individuals authorized to participate in the evaluation process. All bidders will be subject to the terms of the *Access to Information Act* and to other applicable law or orders of courts or other tribunals having jurisdiction.
- (e) An evaluation team will evaluate the proposals on behalf of NRCan. While the evaluation team will normally be comprised of representatives of NRCan, it *may* also include representatives from other Government Departments and Agencies or third party participants as selected by NRCan.

### 2. Rights of NRCan

NRCan reserves the right to:

- seek clarification or obtain verification of statements made in a proposal;
- reject any or all proposals received in response the bid solicitation;
- enter into negotiations with bidders on any or all aspects of their proposal;
- accept any proposal in whole or in part without prior negotiation;
- cancel the bid solicitation at any time;
- reissue the bid solicitation;
- verify any or all information provided by the Bidder with respect to the solicitation including references;
- retain all proposals submitted in response to the solicitation;
- declare a proposal non-responsive if NRCan determines during the evaluation phase that the Bidder does not have the legal status, the facilities or the technical, financial and/or managerial capabilities to fulfill the requirements stated herein;
- discontinue the evaluation of any proposal which is determined, at any stage of the evaluation process, to be non-responsive.

### 3. Basis of Selection

#### Lowest Firm Price

The successful bidder (to be recommended for contract award) will be selected on the basis of the responsive (compliant) proposal that offers the lowest firm price to perform the work.

### 4. Sole Bid - Price Support

In the event that the Bidder's proposal is the sole bid received and is deemed responsive, NRCan may request one or more of the following as acceptable price support:

- a) Current published price list indicating the percentage discount available to the federal government; and/or
- b) Paid invoices for like services sold to other customers; and/or



- c) A price certification statement; and/or
- d) Any other supporting documentation as requested.

## 5. Contract Award Notice/Bidder Proposal Evaluation Debriefing

A Contract Award Notice (CAN) will be prepared and published on the Government Electronic Tendering Service (GETS) hosted by Public Works and Government Services Canada's website <https://buyandsell.gc.ca/> within seventy-two (72) days after award of any contract. Bidders may request and receive a de-briefing provided that a written request is received by e-mail at [valerie.holmes@NRCan-RNCan.gc.ca](mailto:valerie.holmes@NRCan-RNCan.gc.ca) no later than thirty (30) calendar days from the published date of the CAN.

Bidders are requested to direct any additional questions they may have respecting this competitive bid process to the Contracting Authority detailed herein.

## PART 4: RESULTING CONTRACT CLAUSES

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

### 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 dated \_\_\_\_\_. *(To be completed at contract award)*

### 2. Priority of Documents

If there is a discrepancy between the wording of any document that appears 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 - Higher Complexity - Services 2035 (2014-09-25);
- c) The supplemental general conditions identified herein;
- d) Annex "A", Statement of Work;
- e) Annex "B", Basis of Payment; *(to be included at contract award)*
- f) The Contractor's bid dated \_\_\_\_\_ *(insert date of bid)*

### 3. Term of Contract

#### 3.1 Period of Contract

The period of the Contract is from date of Contract award to **September 11, 2015**.

### 4. Standard Clauses and Conditions

Notwithstanding that they have not been expressly articulated, all clauses and conditions identified in the Contract by number, date and title are applicable and are set out in the [Standard Acquisition Clauses and Conditions Manual](#) issued by Public Works and Government Services Canada.

#### 4.1 General Conditions

**General Conditions - Higher Complexity - Services 2035 (2014-09-25) apply to and form part of the Contract.** As applicable, replace references to Public Works and Government Services Canada (PWGSC) with Natural Resources Canada (NRCan).

#### 4.2 Insurance

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

#### 4.3 Intellectual Property

The contract will not result in the development of any intellectual property.



#### 4.4 Supplemental General Conditions

The following clauses apply to this contract:

##### 4.4.1 Dispute Resolution

###### *Mediation*

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

###### *Arbitration*

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

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

###### *Meaning of "Dispute"*

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

Organizations are encouraged to select from one of the following two options:

###### **Option 1:**

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

###### **Option 2:**

Each party hereby:

- a) consents to fully participate in and bear the cost of any dispute resolution process proposed by the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the Department of Public Works and Government Services Act to resolve a dispute between the parties respecting the interpretation or application of a term or condition this contract; and
- b) agrees that this provision shall, for purposes of section 23 of the Procurement Ombudsman Regulations, constitute such party's agreement to participate in and bear the cost of such process.

The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at [boa.opo@boa.opo.gc.ca](mailto:boa.opo@boa.opo.gc.ca).



#### 4.4.2 Withholding Tax of 15 Percent

The Contractor agrees that, pursuant to the provisions of the Income Tax Act, Canada is empowered to withhold an amount of 15% of the price to be paid to the Contractor, if the Contractor is a non-resident Contractor as defined in said Act. This amount will be held on account with respect to any liability for taxes which may be owed to Canada.

#### 4.4.3 Foreign Nationals (Canadian Contractor) *(To be completed at contract award)*

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

**OR**

#### 4.4.3 Foreign Nationals (Foreign Contractor) *(To be completed at contract award)*

SACC Manual clause A2001C (2006-06-16) Foreign Nationals (Foreign Contractor)

#### 4.4.4 Values and Ethics Code

In carrying out the Work under the terms and conditions of this Contract, the Contractor shall adhere to the provisions and practices of the Values and Ethics Code for the Public service (2003), namely, but not restricted to, the provisions pertaining to Respect for Diversity, Human Dignity and People Values. The following link provides the policy reference. [http://www.tbs-sct.gc.ca/pubs\\_pol/hrpubs/tb\\_851/vec-cve-eng.asp](http://www.tbs-sct.gc.ca/pubs_pol/hrpubs/tb_851/vec-cve-eng.asp)

#### 4.4.5 Closure of Government Offices

Contractor employees are personnel of the Contractor and are paid by the Contractor on the basis of services rendered. Where Contractor's employees are providing services on government premises pursuant to this contract and the said premises become non-accessible due to evacuation or closure of government offices and consequently no work is being performed as a result of the closure, Canada will not be liable for payment to the Contractor for the period of the closure.

### 5. Security Requirement

There is no security requirement associated with this solicitation.

### 6. Authorities

#### 6.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: **Valerie Holmes**  
Title: Senior Procurement Officer  
Organization: Natural Resources Canada  
Address: 615 Booth Street, Ottawa, Ontario, K1A 0E9  
  
Telephone: (613) 943-3580  
Facsimile: (613) 947-5477  
E-mail address: [valerie.holmes@nrcan.gc.ca](mailto:valerie.holmes@nrcan.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.





**6.2 Project Authority (to be completed at time of 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. Payment**

**7.1 Basis of Payment**

**Firm Price**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price as specified in the contract for a cost of \$ \_\_\_\_\_ (To be completed at contract award), Goods and Services Tax or Harmonized Sales Tax (GST/HST) is extra, if applicable.

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.

**7.2 Method of Payment**

Interim invoices can be submitted after completion of 30% of the Contract, completion of 60% of the Contract, and upon final approval of the work by the Project Authority that work performance was satisfactory and acceptable.

Payment by Her Majesty, to the contractor, for the work shall be made within thirty (30) days following the delivery and acceptance of all deliverables specified in the contract or the date of receipt of a duly completed invoice, whichever date is the later.

Payment by Canada for the Work will be made following delivery, inspection and acceptance of the Work, and upon presentation of invoices and any other substantiating documentation as Canada requires.

**7.3 Time Verification**

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



## 8. Invoicing Instructions

Invoices shall be submitted using **one of the following methods**:

E-mail:

[Invoicing-Facturation@NRCan-RNCan.gc.ca](mailto:Invoicing-Facturation@NRCan-RNCan.gc.ca)

**Note:**

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

**OR** Fax:

Local NCR region: **613-947-0987**

Toll-free: **1-877-947-0987**

**Note:**

Use highest quality settings available.

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

Invoices and all documents relating to a contract must be submitted on the Contractor's own form and shall bear the following reference numbers:

Contract number: **<provided at time of contract award>**

## 9. Certifications

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.

## 10. Applicable Laws

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

## 11. Contract Administration

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

## ANNEX "A" - STATEMENT OF WORK

### SW1 Background

The International Boundary Commission is responsible for the maintenance of an effective boundary line between Canada and the United States. One part of the work is to keep a 6.1 metres (20-foot) wide "vista" clear of trees and brush between the two countries.

Since the purpose of the vista is to demarcate the boundary between the countries, it is essential that it be accurately followed between boundary monuments and that each segment has the appearance of a straight line of even skyline width.

### SW2 Public Relations

The required work is carried out under the authority of the **International Boundary Commission Act**, which authorizes access to private property to carry out the work on the vista.

Where access to the boundary vista is over private roads or land, property owners shall be notified prior to crossing. If anyone (for example, Landowners, Parks persons, Land Managers, etc.) should object to any clearing operation, the Contractor is to consult with the Commission's Project Authority prior to proceeding. Any damages to public or private property, caused by the Contractor, shall be the responsibility of the Contractor.

Permission is to be sought before opening any fences. All fences that must be opened shall be closed immediately upon gaining access to the work. Any damage to fences, power-lines or other property shall be the responsibility of the Contractor. The Contractor shall attempt at all times to **avoid felling trees across fences**. Any fences damaged by the Contractor will be promptly repaired at his/her expense.

The Customs laws, game laws and environmental laws of both countries must be observed by all of the Contractor's personnel.

### SW3 Meeting with Project Authority

Potential Contractors must meet with the Project Authority (or his authorized representative) prior to end of the Bidding Process and prior to the commencement of work.

#### SW3.1 Preliminary Site Inspection

A preliminary inspection of the site, accompanied by the Project Authority (or his authorized representative) and the Contracting Authority, will be organized on **June 23, 2015** at the end of **Chemin du Pipeline, Highwater, Quebec**. The inspection will take place at an easily accessible location to be determined, unless notified otherwise.

It is the responsibility of the Contractor to undertake an inspection of the complete work location, at his own expense, prior to submitting a bid for the work, to ensure familiarity with the terrain and growth conditions and his ability to complete the work at the contract price by the required contract completion date.

#### SW3.2 Contractor Meeting

The winning Bidder **MUST** attend a meeting with the Project Authority (or his authorized representative) prior to the commencement of any contract work, to discuss various aspects of the work; the Project Authority (or his authorized representative) will contact the Contractor and arrange the time, date and location of the meeting. Upon completion of 1km of cleared line, the Contractor will notify the Project Authority (or his authorized representative).

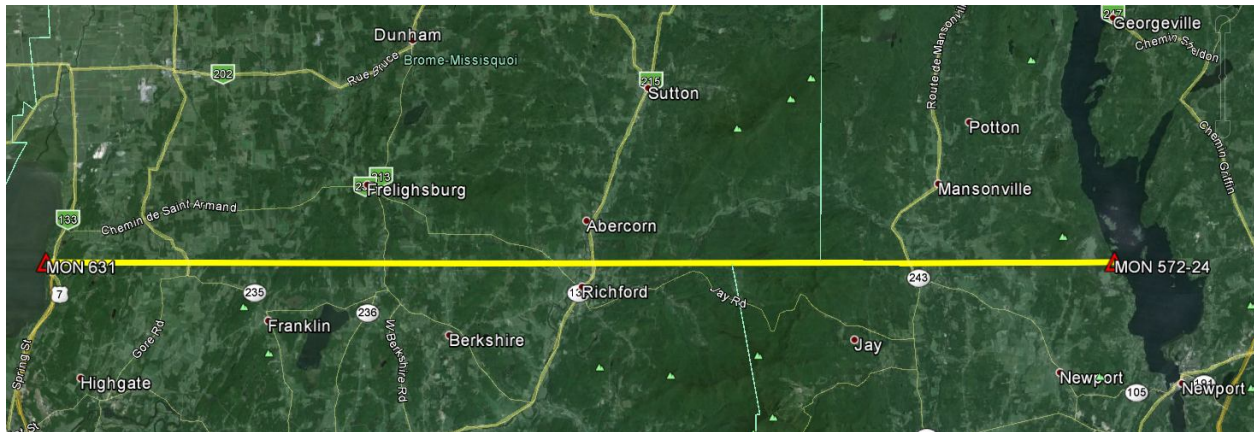


## SW4 Scope of Work

For estimating the amount of work in this undertaking it is emphasized that old growth at the sides off the vista characteristically have branches of greater than usual length reaching in the vista for light. Where branches extend into the vista from the sides, they must be removed either by trimming or cutting the trees. In either case, this “side cutting” will be the subject of a majority of the work. It is also important that each area be closely examined to determine its location, the terrain and the actual amount of line to be cut.

### SW4.1 Locations of the Areas to be Cleared

The section of the vista to be cleared along the International Boundary between the Province of Quebec and the State of Vermont extends from a point located 20 metres east of monument 572-24 (Lake Memphremagog) and following the boundary westerly to a point located 30 metres west of monument 634 (Missisquoi Bay) (~66km).



Approximate coordinates of departure point: 45° 00'16.1"N, 72° 15'19.8"W  
 Approximate coordinates of arrival point: 45° 00'55.3"N, 73° 05'26.6"W

### SW4.2 Length of Vista to be Cleared

The sea level distance to be cleared is approximately 65.8 kilometres (40.9 miles). The actual amount of boundary vista to be cleared can vary depending on where the line of vegetation ends. It is the responsibility of the Contractor to determine the actual distance to be cleared. Horizontal distances shown do not represent the amount of line to be cleared and are listed to ensure the extent of each location.

### SW4.3 Limits of the Boundary Vista

The international boundary is the straight line between boundary monuments. The vista is a 6.1 metres (20-foot) wide straight line of even skyline width, being 3.05 metres (10 feet) each side of the straight line between boundary monuments.

To guide the Contractor in his works, the boundary monument will be marked with bright surveyor’s tape tied to a stake. Stakes will also be present on the boundary line between boundary monuments as well as on the limits of the vista. **The Contractor MUST clear between the stakes to ensure that a 6.2 metres (20-foot) sky clearance is achieved.**

Stakes shall remain in place until the Project Authority (or his authorized representative) has carried out the final inspection.



#### **SW4.4 Cutting Requirements**

It is critical to the Contractor that is must make certain that **all brush, trees, dead trees and branches will be cut with power equipment and/or machinery to such a width that at all places the vista will have a clear skyline, for a total horizontal width of 6.1 metres (20 feet), lying 3.05 metres (10 feet) on each side of the boundary line.**

In order that the sides of the vista will be completely free of overhanging branches and trees, it may be required that a considerable number of large trees be removed or alternatively that their branches be trimmed.

Trees situated more than 3.05 metres (10 feet) from the international boundary (outside the vista) should not be cut without the property owner's approval. Unless approval has been obtained, only the branches extended into the vista should be cut.

All large trees are to be carefully cut, felling them along the boundary to minimize damage to standing trees on both sides of the vista. No cut trees shall be left leaning or hung up.

Trees on the side of the vista that are damaged during the operation must be cut and then disposed of in accordance with Section 4.5 below.

No stumps shall be left as illustrated in Appendix "A" attached hereto. The cutting height will be 15 centimetres (6 inches) for brush and berry canes and 30 centimetres (12 inches) for all growth over 20 centimetres (8 inches) in diameter.

#### **SW4.5 Disposal of Cut Trees**

All branches are to be removed from the portion of the tree over 12 centimetres (5 inches) in diameter as well as any large protruding branches on the remainder or on smaller trees. All tree trunks are to be cut and branches removed so that they lie fully in contact with the ground, and **away from the centre line** of the vista. No trees are to be left perpendicular to the vista.

All branches are to be disposed of by chipping and/or removal to permissible dumping areas when work is carried out along cultivated fields and roads, at border crossings or near dwellings, unless directed otherwise by the Project Authority (or his authorized representative).

Special provincial and state requirements in the disposal of cut trees must be followed in the performance of the work. The Contractor shall attempt at all times to avoid having trees or branches falling into or across any roads, trails, fields, ditches, streams or stream beds or other bodies of water. Such debris is to be immediately removed by the Contractor.

The cut trees remain the property of the landowner. No cut tree shall be left leaning or hanging.

#### **SW4.6 Crew and Equipment**

The Contractor shall be responsible to provide the appropriate **safety training**, as well as all the necessary personnel tools, safety equipment and supplies required to complete the clearing operations. The Contractor shall inform personnel of medical facilities and provide a reliable type of communication equipment.

All equipment and machinery shall be capable of performing all work as specified herein. The Commission reserves the right to inspect and approve all equipment to be used under this contract prior to commencement of the work and during the course of the work being performed.



#### ***SW4.7 Litters and Operating Refuse***

All Contractor gasoline and oil containers, as well as lunch wrappers and litter, shall be carried back from the boundary and disposed of at an approved dump site.

#### ***SW4.8 Protection of Boundary Monuments***

While operating equipment and felling trees, all precautions shall be taken by the Contractor to protect boundary monuments from damage or disturbance. The Contractor will be held responsible for any such damage or disturbance that it may cause during the clearing operations.

#### ***SW4.9 Preventive Clauses for the Environmental Protection***

While on site, the Contractor shall:

- Notify the International Boundary Commission representative of all departures from environmental clauses or, where applicable, the inability to comply with such a clause.
- In choosing the vehicles needed to perform the work, consider the characteristics of the environment (type of soil, waterway, wetland), the time of year and weather conditions, to mitigate environmental impacts.
- Refrain from keeping vehicles running unnecessarily.
- Ensure that equipment, construction machinery and vehicles used to perform the work are in proper operating condition, that is, free of leaks, defects and malfunctions caused by excessive wear on certain parts, which could release contaminants into the environment.
- Consider noise-related inconveniences and seek to reduce the level of noise. Comply with current environmental noise standards and regulations. Where possible, especially noisy work must be done during normal working hours.
- Ensure that the work areas used are kept clean at all times, by recovering waste, materials, fuels or other substances, and by disposing of them at authorized sites.
- Take all necessary steps to prevent, control and eliminate all forms of contamination or other damage to the environment, in accordance with existing regulations. Have the necessary emergency equipment on hand in case of accidental spills. The Contractor is responsible for all damage to the environment resulting from the work done.
- In the event of an accidental spill, regardless of the volume of product spilled, immediately inform the representative of the Commission. Be sure to notify the responsible department and all other government authorities concerned. Contain the spill and confine the product spilled, using appropriate emergency equipment.
- Avoid handling oil or fuel, and filling construction or other machinery less than 50 metres from a waterway or well, unless the quantities of petroleum products concerned are less than 10 litres.
- Store petroleum products at a distance of at least 100 metres from any waterway.
- Refrain from leaving any cut trees or brush in waterways.





- Pile cut saplings and other wood debris above the high water mark.
- Preferably cross over existing bridges and culverts. If there is no existing bridge or culvert, where possible, use only one site for crossing a fordable stream.
- Cross at right angles on solid ground. Prefer locations where banks are the most stable and the waterway is narrow. Place stop logs at the approaches if necessary. Avoid over-compacting banks, since this may result in destabilization.

## **SW5 Reporting to the Project Authority**

### ***SW5.1 Changes to the Preliminary Plan/Physical Location of Contractor***

It is important that the Project Authority know the location of the Contractor at all times for purposes of inspection, possible border patrol checks, etc. Therefore, any significant change to the Contractor's initial Preliminary Plan estimates for commencement and completion which would take the Contractor into a location different from that stated in the initial Preliminary Plan must be reported to the Project Authority immediately upon Contractor knowledge of the change. In addition, the Contractor must report to the Project Authority to advise of any changes and to report on the progression of the clearing.

## **SW6 Contractor Responsibility Relation to the Work**

It is the responsibility of the Contractor to ensure familiarity with the terrain and growth conditions along the segment of the boundary to be cleared, stated in SW 4.1 above "Locations of the Areas to be Cleared" and to complete the work within the time period (currently estimated as **July 6, 2015 to September 11, 2015<sup>1</sup>**) and price, as will be stated in the Contract. Unless otherwise agreed in writing with the Commission's Project Authority, work shall commence east and continue west.

If the Contractor fails to perform any of the provisions of the contract, and does not correct such failure within a period of ten (10) days after receipt of notice from the Project Authority, in writing, specifying such failure, the Commission will request that Natural Resources Canada (NRCan) issue a "Stop Work Order".

## **SW7 Maps and Survey Data**

Boundary maps (scale 1:24,000, dated 1923), giving details of the topography and boundary monuments along the area, will be supplied to the Contractor by the Project Authority (or his authorized representative) prior to commencement of the Work. The Contractor is responsible for obtaining topographic and other maps that may be required to accomplish and/or estimate the amount of work.

## **SW8 Subcontracts**

Subcontracts are not permitted for any phases of the work with the exception of transportation of equipment and personnel.

## **SW9 Tenders**

The Contractor shall submit these relevant documents:

- a) A statement of facts as to previous experience in performing similar work: letters stating the locations or customers concerned or letter of reference from previous customer.

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<sup>1</sup> These dates could change at time of contract award



- b) A preliminary plan of working methods and a complete list of equipment and/or material that will be used for the work.
- c) The name, title and qualifications of the Supervisor who will be onsite in charge of work with full power to bind the Company.
- d) A preliminary estimate of labour force to be employed for the work broken down as to job classification.

### **SW10 Background Check for Field Crew**

The successful Bidder shall also furnish a full list of personnel to be employed on the project (with birth dates), for a background check. Work shall not proceed on the project until a clearance has been obtained for the entire crew from authorities in both countries.

### **SW11 Certification of Invoices**

All invoices shall be certified by the Project Authority prior to submission to the International Boundary Commission for payment.

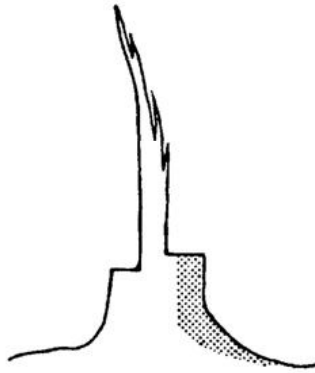
### **SW12 Method of Payment**

Interim invoices can be submitted after completion of 30% of the Contract, completion of 60% of the Contract, and upon final approval of the work by the Project Authority.

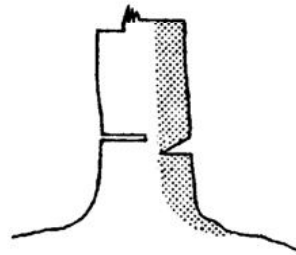




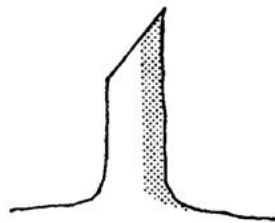
## APPENDIX "A" - UNACCEPTABLE STUMP PROFILES



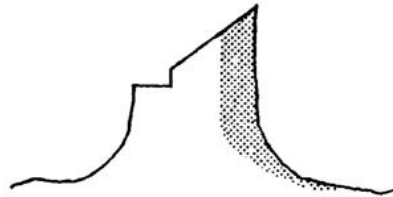
a) Barberchaired



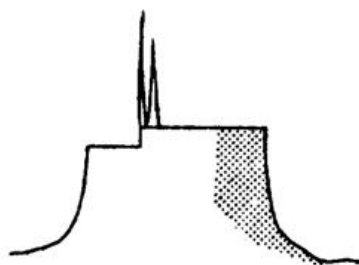
b) Block Left



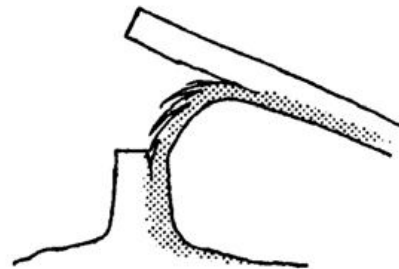
c) Cut Off At Angle



d) Angled Backcut



e) Pulled Fibres



f) Incompletely Cut

### UNACCEPTABLE STUMP PROFILES



## ANNEX “B” - TECHNICAL EVALUATION CRITERIA

### B1 Mandatory Requirements

The Mandatory Requirements listed below will be evaluated on a simple pass/fail (i.e. compliance/non-compliance) basis. Proposals which fail to meet the Mandatory Requirements will be deemed non-responsive and given no further consideration.

Proposals **MUST** demonstrate compliance with all of the following Mandatory Requirements and **MUST** provide the necessary documentation to support compliance.

Item	Mandatory Requirement	Compliant (Yes/No)	Reference to Bidder’s Proposal
<b>M1</b>	The Bidder <b>MUST</b> demonstrate the company has been in business for a minimum of two (2) years.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>M2</b>	The Bidder’s proposed Supervisor <b>MUST</b> have a minimum of eight (8) month’s previous experience as an On-Site Supervisor; the Bidder <b>MUST</b> provide a resume (inclusive of name and address) for the On-Site Supervisor that demonstrates the required experience.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>M3</b>	The Bidder <b>MUST</b> demonstrated that <b>all</b> of its proposed personnel to perform the work have a minimum of six (6) months’ experience in the clearing of vegetation involving tree felling and/or in the use of chain/brush saws, and the Bidder <b>MUST</b> provide a list of the names and addresses of each proposed personnel, detailing their training/experience.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>M4</b>	<p>The Bidder <b>MUST</b> provide an equipment list demonstrating that the Bidder has, as a minimum, the following types of equipment suitable to perform the required vegetation clearing safely and effectively:</p> <ul style="list-style-type: none"> <li>• Safety-regulated Communications Equipment;</li> <li>• Survey Instrumentation (whether that of Bidder or Subcontractor);</li> <li>• Cutting equipment to be used for vegetation of a 1” - 3”, 3” - 16”, and tree limbing - adequate numbers for all proposed personnel performing the work, with confirmation that chain saws meet the CSA Standard Z62.1-95;</li> <li>• Safety Equipment required to ensure safe worker conditions based on</li> </ul>	<input type="checkbox"/> Yes <input type="checkbox"/> No	



Item	Mandatory Requirement	Compliant (Yes/No)	Reference to Bidder's Proposal
	remoteness and the proposed cutting equipment (i.e. Personal Protective clothing and equipment, First Aid, etc.)		

**B2 Contractor Selection Method**

The responsive (complaint) Bidder with the lowest price will be recommended for award of a contract.



## ANNEX "C" - FINANCIAL PROPOSAL

### C1 Taxes as Related to Bids Received

For Canadian-based bidders, prices/rates, as applicable, are requested to be firm (in Canadian funds) with Canadian customs duties and excise taxes as applicable **included**, and Goods and Services Tax (GST) or Harmonized Sales Tax (HST) as applicable, **excluded**;

For foreign-based bidders, prices/rates, as applicable, are requested to be firm (in Canadian funds) and **exclude** Canadian customs duties, excise taxes and GST or HST, as applicable. Canadian customs duties and excise taxes payable by the consignee will be added, for evaluation purposes only, to the prices submitted by foreign-based bidders. If the prices submitted in the financial proposal are not in Canadian Funds the exchange rate in effect on the date of bid closing will be applied for evaluation purposes only.

### C2 Pricing Details to be Provided in Financial Proposal

The Bidder hereby offers to NRCan, as requested by the Minister, to furnish all necessary expertise, supervision, materials, equipment and other items necessary to performing the work as described in the statement of work of this Request for Proposal and in accordance with the terms and conditions of the Request for Proposal, to the satisfaction of the Minister, or his or her authorized representative, for the following price(s).

Bidders must provide financial details as requested in this Annex. Proposals which do not contain pricing details as requested below shall be considered incomplete and non-responsive.

#### C2.1 Professional Fees

Total Amount of the Clearing Services for the West Line of Quebec/Vermont: \$ \_\_\_\_\_/lot

## ANNEX “D” - CERTIFICATIONS

Bidders must provide the required certifications to be awarded a contract. Canada will declare a bid non-responsive if the required certifications are not completed and submitted as requested.

Compliance with the certifications bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after award of a contract. The Contracting Authority will have the right to ask for additional information to verify bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

### Certifications Precedent to Bid Closing

The certifications listed below should be completed and submitted with the bid but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, 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.

### 1. Federal Contractors Program - Certification

#### Federal Contractors Program for Employment Equity - over \$25,000 and below \$200,000

Suppliers who are subject to the Federal Contractors Program (FCP) and have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive federal government contracts over the threshold for solicitation of bids as set out in the *Government Contracts Regulations*. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to less than 100 employees. Any bids from ineligible contractors, including a bid from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

The Bidder, or, if the Bidder is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Bidder or the member of the joint venture

- (a) ( ) is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada;
- (b) ( ) is not subject to the FCP, being a regulated employer under the [Employment Equity Act](#), S.C. 1995, c. 44;
- (c) ( ) is subject to the requirements of the FCP, having a workforce of 100 or more full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC, having not bid on requirements of \$200,000 or more;
- (d) ( ) has not been declared an ineligible contractor by HRSDC, and has a valid certificate number as follows: \_\_\_\_\_.

Further information on the [FCP](#) is available on the HRSDC Web site.



\_\_\_\_\_  
Signature of Authorized Company Official

\_\_\_\_\_  
Date

**2. Former Public Servant Certification**

Contracts with 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 spending public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, bidders must provide the information required below.

**Definitions**

For the purposes of this clause,

"Former public servant" means a 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 and includes:

- (a) An individual;
- (b) An individual who has incorporated;
- (c) A partnership made up of former public servants; or
- (d) 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 Public Service.

"pension" means, in the context of the fee abatement formula, 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 (FPS) in Receipt of a Pension**

Is the Bidder a FPS in receipt of a pension as defined above? **YES ( ) NO ( )**

If so, the Bidder must provide the following information:

- (a) Name of former public servant;
- (b) Date of termination of employment or retirement from the Public Service.

**Work Force Reduction Program**

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? **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: \_\_\_\_\_
    - Number of weeks: \_\_\_\_\_
  - (g) Number and amount (professional fees) of other contracts subject to the restrictions of a work force reduction program.
- Contract Number: \_\_\_\_\_ Contract Value: \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

**3. Status and Availability of Resources**

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

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

\_\_\_\_\_  
Signature of Authorized Company Official

\_\_\_\_\_  
Date

**4. Education and Experience**

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

\_\_\_\_\_  
Signature of Authorized Company Official

\_\_\_\_\_  
Date

**5. Contractual Capacity and Joint Venture Contractual Capacity**

The Bidder shall have the legal capacity to contract. If the Bidder is a sole proprietorship, a partnership or a corporate body, the Bidder shall provide a statement indicating the laws under which it is registered or incorporated together with the registered or corporate name and place of business.

Joint Venture - a joint venture is an association of two or more parties who temporarily combine their money, property, knowledge, or other resources in a joint business enterprise. There are two types of joint ventures, the



incorporated joint venture and the contractual joint venture, i.e., formed through a contractual agreement between the parties. The following information should be provided with the proposal: type of joint venture (incorporated or contractual), the names and addresses of the members of the joint venture.

If a Contract is awarded to a contractual joint venture all members of the joint venture shall be jointly and severally or solidarily liable for the performance of the contract.

**Certification**

By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

\_\_\_\_\_  
Signature of Authorized Company Official

\_\_\_\_\_  
Date