



**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION / SOUMISSION**

**RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À :**

Bids must be submitted by email and must be submitted ONLY to the following email address:

Les soumissions doivent être présentées par courriel et UNIQUEMENT à l'adresse suivante :

soumission.bid@aadnc-aandc.gc.ca

**REQUEST FOR PROPOSALS
DEMANDE DE PROPOSITION**

Proposal to DIAND:

We hereby offer to sell to Her Majesty the Queen in right of Canada, as represented by the Minister of Indian Affairs and Northern Development, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the services listed herein and on any attached sheets at the price(s) set out therefor.

Proposition aux MAINC:

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

Bidder - Soumissionnaire
Name - Raison sociale
Address - Adresse
Telephone Number - Numéro de téléphone
GST/HST Number - Numéro de la TPS/TVH
QST Number - Numéro de la TVQ

Title - Titre Forest Road Grading, Building, Maintenance and Snow Plowing	
Solicitation Number - Numéro de l'invitation 1000177453	
Date (YYYYMMDD) - Date (AAAAMMJJ) 2015-12-09	
Solicitation Closes - L'invitation prend fin At - À 16:00	Time Zone - Fuseau horaire Pacific Standard Time (PST)
On (YYYYMMDD) - Le (AAAAMMJJ) 2016-01-19	
Contracting Authority - L'autorité contractante	
Name - Nom Kim Fletcher	
Telephone Number - Numéro de téléphone (604) 666-5216	
Facsimile Number - Numéro de télécopieur (604) 775-7149	
Email Address - Courriel Kim.Fletcher@aadnc-aandc.gc.ca	
Destination(s) of Services - Destination(s) des services Chilcotin Military Training Area, British Columbia, Canada	
Security - Sécurité THIS REQUEST DOES NOT INCLUDE SECURITY PROVISIONS	
Instructions:	
See Herein - Voir aux présentes	
Delivery Required - Livraison exigée	
See Herein - Voir aux présentes	
Person Authorized to sign on behalf of Bidder Personne autorisée à signer au nom du soumissionnaire	
Name - Nom	
Title - Titre	

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION

- 1.1 SECURITY REQUIREMENT - Removed
- 1.2 STATEMENT OF WORK
- 1.3 GREENING GOVERNMENT OPERATIONS
- 1.4 SET-ASIDE FOR COMPREHENSIVE LAND CLAIMS AGREEMENT(S) BENEFICIARIES
- 1.5 SET-ASIDE UNDER THE FEDERAL GOVERNMENT'S PROCUREMENT STRATEGY FOR ABORIGINAL BUSINESS (PSAB)
- 1.6 DEBRIEFINGS
- 1.7 OFFICE OF THE PROCUREMENT OMBUDSMAN

PART 2 - BIDDER INSTRUCTIONS

- 2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS
- 2.2 SUBMISSION OF BIDS
- 2.3 FORMER PUBLIC SERVANT
- 2.4 ENQUIRIES - BID SOLICITATION
- 2.5 APPLICABLE LAWS

PART 3 - BID PREPARATION INSTRUCTIONS

- 3.1 BID PREPARATION INSTRUCTIONS

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

- 4.1 EVALUATION PROCEDURES
- 4.2 BASIS OF SELECTION

PART 5 – CERTIFICATIONS

- 5.1 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD

PART 6 - RESULTING CONTRACT CLAUSES

- 6.1 SECURITY REQUIREMENT
- 6.2 STATEMENT OF WORK
- 6.3 STANDARD CLAUSES AND CONDITIONS
- 6.4 TERM OF CONTRACT
- 6.5 AUTHORITIES
- 6.6 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS
- 6.7 PAYMENT
- 6.8 INVOICING INSTRUCTIONS
- 6.9 CERTIFICATIONS
- 6.10 APPLICABLE LAWS
- 6.11 PRIORITY OF DOCUMENTS
- 6.12 INSURANCE
- 6.13 OFFICIAL LANGUAGES
- 6.14 FOREIGN NATIONALS (FOREIGN CONTRACTOR)
- 6.15 JOINT VENTURE

ANNEX "A"

STATEMENT OF WORK

**Solicitation No. – N° de l’invitation
1000177453**

**ANNEX “B”
BASIS OF PAYMENT**

A0632-002 (2015-05-11)

**Solicitation No. – N° de l'invitation
1000177453**

TITLE

Forest road grading, building, maintenance and snow plowing for the Department of Indigenous and Northern Affairs Canada (DIAND) at the Chilcotin Military Training Area (CMTA).

PART 1 - GENERAL INFORMATION

1.1 Security Requirement - Removed

Removed

1.2 Statement of Work

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

1.3 Greening Government Operations

In April 2006, the Government of Canada issued a policy directing federal departments and agencies to take the necessary steps to acquire products and services that have a lower impact on the environment than those traditionally acquired. The environmental impact assessment of a product and/or service considers the whole life cycle of the product and/or service. Department of Indian Affairs and Northern Development (DIAND) procurements will be including more demanding environmental criteria to encourage product/service suppliers to improve their operations to reduce their negative impact on the environment.

1.4 Set-aside for Comprehensive Land Claims Agreement(s) Beneficiaries

Removed

1.5 Set-aside under the Federal Government's Procurement Strategy for Aboriginal Business (PSAB)

Removed

1.6 Debriefings

After contract award, bidders may request a debriefing on the results of the bid solicitation process. Bidders must make the request to the Contracting Authority within 15 working days of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person as determined by Canada.

1.7 Office of the Procurement Ombudsman (OPO)

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent avenue for suppliers to raise concerns regarding the award of contracts under \$25,000 for goods and under \$100,000 for services. Additional information on the services of the OPO is available at www.opo-boa.gc.ca.

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](#)

A0632-002 (2015-05-11)

**Solicitation No. – N° de l'invitation
1000177453**

(<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** (2015-07-03) 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 Indian Affairs and Northern Development (DIAND);
- b) Section 03 is amended as follows:
 - Delete: "Pursuant to the *Department of Public Works and Government Services Act* (S.C. 1996, c.16"
- c) 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"
- d) Section 05, Subsection 4 is amended as follows:
 - Delete: 60 days
 - Insert: 180 days
- e) Section 08 is amended as follows:
 - Delete: Subsections 1 - 3
 - Insert: Due to the nature of the bid solicitation, bids transmitted by facsimile to DIAND 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;

A0632-002 (2015-05-11)

**Solicitation No. – N° de l'invitation
1000177453**

- 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.

2.1.1 SACC Manual Clauses

Removed

2.2 Submission of Bids

2.2.1 Bids (and any amendments thereto) must be submitted only by Email to the Department of Indian Affairs and Northern Development (DIAND) Bid Receiving Address by the date and time indicated on page 1 of the bid solicitation. DIAND will not assume responsibility for bids (and any amendments thereto) directed to any other locations. Bids submitted by any other means will not be accepted.

2.2.2 The total size of the Email, including all attachments, must not exceed 15 megabytes (MB). It is solely the Bidder's responsibility to ensure that the total size of the Email does not exceed this limit.

A0632-002 (2015-05-11)

**Solicitation No. – N° de l'invitation
1000177453**

It is important to note that Email systems can experience systematic delays and, at times, large attachments may cause systems to hold or delay transmission of Emails. It is solely the Bidder's responsibility to ensure that the Contracting Authority receives a bid on time, in the mailbox that has been identified for bid receipt purposes. Date stamps for this form of transmission are not acceptable.

2.2.3 Email Submissions

In the Email containing their proposal, Bidders must clearly identify the RFP number in the Subject Line and must clearly identify the following in the body of the Email:

- Contracting Authority
- Closing Date:
- Bidder's Name and Address
- *"Tender Documents Attached"*

2.2.1 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.

2.2.1 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](#)

A0632-002 (2015-05-11)

**Solicitation No. – N° de l'invitation
1000177453**

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.

2.2.2 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.

2.2.3 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.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

2.4 Enquiries - Bid Solicitation

A0632-002 (2015-05-11)

**Solicitation No. – N° de l'invitation
1000177453**

All enquiries must be submitted in writing to the Contracting Authority no later than Ten (10) 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 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.

PART 3 - BID PREPARATION INSTRUCTIONS**3.1 Bid Preparation Instructions**

Canada requests that bidders provide their bid as separate attachments to their Email as follows:

Attachment I: Technical Bid in PDF format

Attachment II: Financial Bid in PDF format

Attachment III: Additional Information

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. The total amount of Applicable Taxes must be shown separately.

Section III: Additional Information**PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION****4.1 Evaluation Procedures**

**Solicitation No. – N° de l’invitation
1000177453**

- (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

Evaluation Number	Mandatory Criteria Requirements	Required Supporting Information	MET	NOT MET
M1	<p><u>Corporate Overview</u> The Bidder must provide a corporate overview which includes at a minimum the following:</p> <ul style="list-style-type: none"> • Brief description of the Bidder’s business organization; • Bidder's qualifications and previous experience to provide road building/maintenance and snow-plowing services; road deactivation; and • A brief summary of how the Bidder will manage the work outlined in the statement of work. 	<p>Provide a corporate overview which includes at a minimum the following:</p> <ul style="list-style-type: none"> • Brief description of the Bidder’s business organization; • Bidder's qualifications and previous experience to provide road building/maintenance and snow-plowing services; road deactivation; and • A brief summary of how the Bidder will manage the work outlined in the statement of work. 		
M2	<p><u>Equipment Inventory for Road Building/Grading/Snow-plowing/Road Deactivation</u> The Bidder must provide a detailed description of how they will provide the necessary equipment while meeting minimum specifications as described in the attached Statement of Work.</p>	<p>Provide a detailed description of how they will provide the necessary equipment while meeting minimum specifications as described in the attached Statement of Work.</p>		
M3	<p><u>Health and Safety</u> The Bidder must demonstrate good standing with WorkSafeBC.</p>	<p>Provide a current, within the last thirty (30) days, letter from WorkSafeBC confirming the bidder “Active in good standing”. This can be obtained online at: http://www.worksafebc.com/in_surance/managing_your_account/clearance_letters/default.asp</p>		

4.1.2 Financial Evaluation

Solicitation No. – N° de l'invitation
1000177453

SACC Manual Clause [A0220T](#) (2014-06-26), Evaluation of Price
 SACC Manual Clause [A0222T](#) (2014-06-26), Evaluation of Price

4.2 Basis of Selection

4.2.1 SACC Manual Clause [A0031T](#) (2010-08-16), Basis of Selection – Mandatory Technical Criteria

PART 5 - CERTIFICATIONS

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

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default in carrying out any of its obligations under the Contract, 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 may render the bid non-responsive or constitute a default under the Contract.

5.1 Certifications Precedent to Contract Award

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 inform the Bidder of a time frame within which to provide the information. Failure to comply with the request of the Contracting Authority and to provide the certifications within the time frame provided will render the bid non-responsive.

5.1.1 Integrity Provisions - Associated Information

By submitting a bid, the Bidder certifies that the Bidder and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Bid of Standard Instructions [2003](#). The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

5.1.2 Federal Contractors Program for Employment Equity - Bid Certification

Removed

PART 6 - RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of the contract:

6.1 Security Requirements

6.1.1 There is no security requirement applicable to this Contract.

6.2 Statement of Work

A0632-002 (2015-05-11)

**Solicitation No. – N° de l'invitation
1000177453**

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

2010C (2015-09-03), General Conditions - 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 Indian Affairs and Northern Development (DIAND); 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)".

- e) Insert:

2010C 31 (2015-04-01) Indemnification

The Contractor must indemnify and save harmless Canada from and against all claims, demands, losses, costs, damages, actions, suits or other proceedings by whomsoever made, brought or prosecuted in any manner based upon, occasioned by or attributable to the activities of the Contractor under this Contract.

6.3.2 Supplemental General Conditions

A0632-002 (2015-05-11)

Removed

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from date of Contract to March 31, 2017 inclusive.

6.4.2 Option to Extend the Contract

Removed

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Kim Fletcher
Title: Senior Contracts Officer
Department of Indian Affairs and Northern Development
Directorate: Corporate Services
Address: #600 – 1138 Melville St, Vancouver, BC, V6E 4S3

Telephone: 604-666-5216
Facsimile: 604-666-2485
E-mail address: Kim.Fletcher@aandc-aadnc.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

The Project Authority for the Contract is:

Name: _____
Title: _____
Department of Indian Affairs and Northern Development
Directorate: _____
Address: _____

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

The Project Authority is the representative of the department 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.

Solicitation No. – N° de l'invitation
1000177453

6.5.3 Contractor's Representative

The Contractor's Representative for the Contract is:

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: _____

Facsimile: _____

E-mail 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: 2012-2](#) of the Treasury Board Secretariat of Canada.

6.7 Payment

6.7.1 Basis of Payment

The Contractor will be paid in accordance with the Basis of Payment at Annex "B"

6.7.2 Limitation of Price

SACC Manual clause [C6000C](#) (2011-05-16) Limitation of Price

6.7.3 Method of Payment – Monthly Payment

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

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

6.7.4 SACC Manual Clauses

SACC Manual clause [C2000C](#) (2007-11-30), Taxes – Foreign-based Contractor

6.7.5 Electronic Payment

Canada is phasing out cheques in favour of direct deposit by April 1, 2016. Therefore, all Canadians and Canadian businesses are encouraged to register for direct deposit as

A0632-002 (2015-05-11)

**Solicitation No. – N° de l'invitation
1000177453**

soon as possible to not miss the deadline. The electronic transfer allows Canada's payments to be deposited directly into a contractor's bank account. The Contractor is encouraged to register for [Electronic Direct Payment](http://www.aadnc-aandc.gc.ca/eng/1362499152985/1362499322435) (<http://www.aadnc-aandc.gc.ca/eng/1362499152985/1362499322435>) and to provide its account information upon request.

6.7.6 T1204 – Direct Request By Department

6.7.6.1 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.

6.7.6.2 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 invoices in accordance with the section entitled "Invoice Submission" of the general conditions and under subsection 6.3.1 c) and d) of this contract. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must be supported by:

a. a copy of the monthly progress report.

2. Invoices must be forwarded to the address shown on page 1 of the Contract for certification and payment.

6.9 Certifications

6.9.1 Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if 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.

6.9.2 Federal Contractors Program for Employment Equity - Default by the Contractor

Removed

6.9.3 SACC Manual Clauses

Removed

6.10 Applicable Laws

A0632-002 (2015-05-11)

**Solicitation No. – N° de l'invitation
1000177453**

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in 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 2010C (2015-09-03), General Conditions - Services (Medium Complexity)
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) the Contractor's bid dated _____

6.12 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.

6.13 Official Languages

Any Contractor who carries out work on behalf of DIAND or Indian, Oil and Gas Canada (IOGC) in a location where the Department or Agency is required to provide services or communications to the public in both official languages, must also do so in both official languages. In DIAND, those locations are its regional offices located in Amherst, Quebec, the National Capital Region (NCR), Toronto, Winnipeg, Regina, Edmonton, Vancouver, Iqaluit, Yellowknife and Whitehorse and in IOGC, the Calgary regional office.

6.14 Foreign Nationals (Foreign Contractor)

The Contractor must comply with Canadian immigration legislation applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to work in Canada to fulfill the Contract, the Contractor should immediately contact the nearest Canadian Embassy, Consulate or High Commission in the Contractor's country to obtain instructions, information on Citizenship and Immigration Canada's requirements and any required documents. The Contractor is responsible to ensure that foreign nationals have the required information, documents and authorizations before performing any work under the Contract in Canada. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.

6.15 Joint Venture

6.15.1 The joint venture (the "Joint Venture") is comprised of the following members:

[List Joint Venture members]

6.15.2 _____ has been appointed as the "**Lead Member**" of the Joint Venture and has full authority to act as agent for each member of the Joint Venture with respect to all matters relating to the Contract;

A0632-002 (2015-05-11)

**Solicitation No. – N° de l'invitation
1000177453**

- 6.15.3** By giving notice to the Lead Member, Canada shall be deemed to have given notice to all members of the Joint Venture;
- 6.15.4** The payment of moneys under the Contract to the Lead Member will act as a release from all the members of the Joint Venture;
- 6.15.5** Canada may, at its discretion, in the event of disputes among the members of the Joint Venture or changes in its composition, terminate the Contract; and
- 6.15.6** All members of the Joint Venture are jointly and severally or solidarily liable for the performance of the Contract.

A0632-002 (2015-05-11)

ANNEX "A"**STATEMENT OF WORK****PROJECT TITLE**

Forest road grading, building, maintenance and snow plowing for the Department of Indigenous and Northern Affairs Canada (DIAND) at the Chilcotin Military Training Area (CMTA).

BACKGROUND

The Chilcotin Military Training Area (CMTA), 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 Indian Affairs and Northern Development Canada (DIAND) through an Order-in-Council P.C. O.I.C 1961-807.

Existing forest roads must be maintained through grading, minor forestry roads may be required and forest roads snow-plowed throughout the CMTA land base on an as needed basis.

Road maps of the CMTA may be found on page 25.

OBJECTIVE

DIAND is looking to contract until March 31, 2017 to carry out necessary road maintenance, potential road building and snow plowing and road deactivation to maintain access within the CMTA Lands base.

The objectives are to contract for development and maintenance services (including snow plowing) of the CMTA forest roads. This will include:

- Road grading – five (5) and eight (8) metre running surface
- Road Building – five (5) and eight (8) metre running surface
- Snow plowing – five (5) and eight (8) metre running surface
- Road deactivation - five (5) and eight (8) metre running surface

SCOPE OF WORK

The Contractor shall perform the following to the standards as established within this document:

Site Personnel

- Before commencing operations on any of the field work sites notify the Departmental Representative of the name of the person(s) who will be responsible for supervising operations on those sites ("the Project Manager/Supervisor") and the name of an alternate(s) should the Project Manager not be on site, and notify the Departmental Representative of any change to the Project Manager or alternate within 5 calendar days.
- Ensure that the project Manager/Supervisor or alternate(s) have a minimum of five (5) years experience in the management of forestry based road building, maintenance; road deactivation and snow-plowing; .
- Ensure that all heavy equipment machine operators are fully qualified and have a minimum of two years experience with heavy equipment related to forestry based road building, maintenance; road deactivation and snow-plowing operations.

Health and Safety

A0632-002 (2015-05-11)

**Solicitation No. – N° de l'invitation
1000177453**

- Before commencing operations at the site ensure the safety program will be implemented and maintained. It must adhere to the Workers Compensation Act and Regulations.
- Ensure that all site personnel have been informed and advised the safety program.
- Provide first aid equipment on site and ensure that there are qualified site personnel with first aid training.

Protection of the Environment

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

- Immediately suspend such Work;
- Immediately advise the Departmental Representative of the suspension and circumstances;
- Immediately Advise the BC Provincial Emergency Program authorities
 - 1-800-663-3456
 - <http://www.pep.bc.ca/contacts/contact.html>
- Not proceed with such work until the Departmental Representative so instructs; and
- Upon the Departmental Representative's instruction to proceed with such work, do so in accordance with the Departmental Representative's instructions.

Treatment Types to Be Provided

The works involved in this contract include minor road building, maintenance and snow-plowing as prescribed specifically by Treatment Type.

Road Grading – Roads 5 to 8 Metres

- Grading shall be performed under moist but not water saturated surface conditions.
- Sufficient moisture must exist to ensure the fines and/or binder material are not lost or blown when brought to the surface and to ensure that the surface materials can be readily compacted.
- On roads with a four to five (4-5) metre surface width, a minimum of three (3) passes will usually be required, with additional passes at pull-outs, widened curves and switchback curves.
 - Pass one: grade to shape, clean and recover material from the ditch line. Ditches shall be graded to re-establish or improve the original ditch dimension. The road to ditch slope angle should be two units horizontal to each unit of vertical distance (2:1, or 50% slope). In most instances the Average minimum ditch depth should be established at 300mm.
 - Pass two: grade along the opposite ditch line or road shoulder, Re-define the ditch line or road edge and recover usable road material.
 - Pass three move the material recovered by the previous passes across to the opposite road edge. The grader blade must cut the road surface to the depth of the bottom of potholes, washboard or ruts. The gravel material generated must be deposited as a windrow near the road shoulder along with the material recovered from pass one.
- Graded surfaces will be smooth and free draining with no loose material exceeding 80 mm in diameter, except for road surfaced with rock ballast;
- Grading will re-establish the cross-fall established in reshaping and re-shaping will extend beyond the shoulder edge and into the ditches to recover fines or aggregate and the Crown from centre line in both directions will be established such that there will be a 4 cm rise for every one meter of width, and proper super elevation on curves;

A0632-002 (2015-05-11)

**Solicitation No. – N° de l'invitation
1000177453**

- Under no circumstances will a windrow be left on the road overnight. Windrows will be placed to minimize the interference with traffic;
- No berms shall be left on the road shoulders; and banks on the outer edge of the lower ditch must be breached to allow free flow of water out of the ditch.
- Where cattleguards, gates or bridges are present, grading shall be carried out in a manner that will not damage or deposit road material in or on the structures.
- The number of passes necessary to achieve the proper road condition may vary depending on the running width of the road. All main roads within the CMTA have a running width of +/- 8 metres and secondary (in block) roads are +/- 5 metres.

Full Road Deactivation – Roads 5 to 8 Metres

- Road deactivation shall be performed under dry surface conditions.
- When pulling back cut and fill slopes attention must be given to ensuring the natural surface drainage pattern are restored across the entire road prism.
- Mitigative measures must be employed if working in or around water courses of any classification or ephemeral drainages such as hay bales, silt fencing and installing outflow channels to disperse water to be filtered onto the forest floor
- All pulled back road sections will be required to be grass seeded with a suitable mix of grass and forb species as indicated in the pre-work with the Departmental Representative.
- Original side cast material can be moved back onto the road prism including fallen or cut timber or stumps.
- The Contractor shall ensure that soil and organics moved back onto the road prism shall not be compacted material and will try to aerate the soil as much as possible so that vegetation and or planted tree species shall grow.
- Roads shall be deactivated in such a manner that does not permit the passage of vehicular traffic within the former road prism.
- No berms shall be left on the road shoulders; and banks on the outer edge of the lower ditch must be breached to allow free flow of water out of the ditch.
- Where fencing or gates are present across the road prism, the contractor shall ensure that gates and fence lines are installed or repaired and tied into existing structures and areas with soil disturbance are grass seeded accordingly.
- All main roads within the CMTA have a running width of +/- 8 metres and secondary (in block) roads are +/- 5 metres.

Partial Road Deactivation – Roads 5 to 8 Metres

- Road deactivation shall be performed under dry or non water saturated surface conditions.
- When installing water bars or cross ditches attention must be given to ensuring the natural surface drainage pattern are restored across the entire road prism.
- Mitigative measures must be employed if working in or around water courses of any classification or ephemeral drainages such as hay bales, silt fencing and installing outflow channels to disperse water to be filtered onto the forest floor.
- Grass seed will be employed where ditching is necessary into the forest floor to ensure the dissipation of water off of the existing road prism.
- On hillsides cross ditches and/or water bars are to be installed at a minimum of every 100m or at shorter distances if site conditions warrant.
- Installation of sumps within the ditch line of the existing road may be required.
- Re-establishment of the ditch line may be required.

A0632-002 (2015-05-11)

**Solicitation No. – N° de l'invitation
1000177453**

- All road sections where work has been undertaken will be required to be grass seeded with a suitable mix of grass and forb species as indicated in the pre-work with the Departmental Representative.
- Side cast material can be moved to the edges of roads and smoothed out provided it does not pose a siltation problem given the specific site constraints in the area.
- Roads shall be deactivated in such a manner that permits the passage of (only) 4x4 vehicular traffic within the road prism.
- No berms shall be left on the road shoulders and banks on the outer edge of the lower ditch must be breached to allow free flow of water out of the ditch.
- Where fencing or gates are present across the road prism, the contractor shall ensure that gates and fence lines are installed or repaired and tied into existing structures and areas with soil disturbance are grass seeded accordingly.
- All main roads within the CMTA have a running width of +/- 8 metres and secondary (in block) roads are +/- 5 metres.

Road Building (Bulldozer or Hoe or Combination) - 5 to 8 Metres

- Road surfaces will be smooth and free draining with no loose material on the running surface exceeding 50 mm in diameter.
- Roads will be built to ensure that a Crown from centre line in both directions will be established such that there will be a 4 cm rise for every one meter of width, and proper super elevation on curves;
- Roadside berms shall not be left on the road shoulders;
- Ditches will be established on both sides of constructed main roads and on at least one side of 5 metres roads.
- All main roads within the CMTA have a running width of +/- 8 metres and secondary (in block) roads are +/- 5 metres.

Snow Plowing- Roads 5 to 8 Metres

- Plowing to ensure snow accumulations remain below **30 cm** in depth.
- Removing loose snow and ice such that compacted surfaces are exposed.
- Snow clearing shall be full road width (shoulder to shoulder) and snow removal must not damage the road surface.
- Removing compact snow thickness over **15 cm** to prevent spring rutting or damage to the underlying surface.
- At the discretion of the Departmental Representative, steel blades may be required to effectively remove ice or compact snow build-up.
- Snow banks will be plowed (winged) back to ensure snow banks do not exceed **1.5 metres** in height
- Breaching snow banks in the spring to allow surface water off of the roadway to prevent ice build-up and prevent saturation of the road surface

Equipment Required to Perform the Work

The Contractor shall meet the following equipment specifications in performance of each of the treatment types. All equipment used must be of an age and or maintained to a standard as to be acceptable to the Departmental Representative and is subject to inspection and approval. All equipment must be pressure washed prior to work commencement. All equipment must be equipped with working communication radios containing the relevant **CMTA FOREST ROAD** dedicated radio frequencies and adhere to applicable road use protocol.

Treatment Type: Road Grading
Equipment Type and Standards:

**Solicitation No. – N° de l'invitation
1000177453**

- Graders must be of a suitable size and power to undertake road grading works at a 5 to 8 metre running surface and must be a minimum 200 FWHP class and be in good mechanical repair. The grader must be a year 2001 or newer.

Treatment Type: Road Building

Equipment Type and Standards: Equipment must be of a suitable size and power to handle larger diameter rock. Machines at minimum should be an equivalent of a D6 CAT or larger. Track excavators used for road building along with the CAT/Bulldozer must be of a sufficient size and power to manipulate larger diameter boulders (i.e. +/- 3ft diameter).

- Tandem dump truck must be a minimum Standard 12 cubic yard gravel capacity (tandem axle) and be in good mechanical repair.
- Bulldozers can be 260 fwhp or 130 fwhp and be in good mechanical repair.
- Graders must be a minimum 200 FWHP class and be in good mechanical repair and year 2001 or newer.
- Track excavators between 48,500-58,000 lb class, must be year 2005 or newer model equipped with both digging and clean-up bucket and hydraulic thumb.
- Large tracked excavators between 81,500-94,000 lb class must have hydraulic thumb and guarding, year 1995 or newer (inclusive of Guarding) and must be guarded in accordance with WorkSafe requirements and be in good mechanical repair. Equipment weight must also be verified by manufacturer.

Treatment Type: Snow Plowing

Equipment Type and Standards:

- Tandem dump truck/with blade - minimum standard 12 cubic yard gravel capacity (tandem axle) and be in good mechanical repair; or.
- Grader/with blade – minimum 200 FWHP class and be in good mechanical repair. The grader must be a year 2001 or newer.

Treatment Type: Miscellaneous/Hazard Tree Felling

Equipment Type and Standards:

- BC Faller Training Standard certified tree faller qualified in felling road right of way hazard trees.

Treatment Type: Miscellaneous

Equipment Type and Standards:

- 4x4 pick-up truck in good mechanical repair suitable for delivering materials to and from the project sites.

Joint Inspection

The Contractor shall schedule a visual joint inspection of the work area. A minimum two (2) weeks notice shall be provided to the Departmental Representative to arrange for this site inspection.

SITE CONDITIONS

The project area within this contract is accessible via four wheel drive vehicle.

Winter conditions may apply.

KNOWN FIELD SAFETY HAZARDS

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

A0632-002 (2015-05-11)

**Solicitation No. – N° de l'invitation
1000177453**

- Rolling logs, rocks, and debris may present hazards to the operator.
- The Contractor shall operate around and adjacent to Danger trees and must take the appropriate action to have trees assessed prior to operations commencing.
- Snow and icy conditions from November 1st to April 30th; and
- Wildlife within the CMTA

Note: This list does not identify routine safety hazards associated with forestry operations.

DELIVERABLES

The Contractor shall:

- Road Grading – 5- 8 Metre Roads
 - Grading shall consist of grade and shape of the existing traveled way (road running surface) and shoulders (including turnouts) to produce a surface that is smooth, uniform, consistent to grade, and crowned or cross sloped as indicated by the character of the existing surface.
- Road Deactivation – 5- 8 Metre Roads
 - Road Deactivation shall, depending on the prescription either fully deactivate the entire road prism (ie. the pulling back and sloping of cut and fill slopes to “pre road building slope conditions”) or partially deactivating the road prism to limit non 4x4 types of vehicular traffic and to ensure water transport of road surface material is broken up and channeled onto the forest floor at specific intervals to minimise erosion.
- Road Building – 5-8 Metre Roads
 - Road surfaces will be smooth and free draining with no loose material on the running surface exceeding 50 mm in diameter.
 - Roads will be built to ensure that a Crown from centre line in both directions will be established such that there will be a 4 cm rise for every one meter of width, and proper super elevation on curves;
 - Ditches will be established on both sides of constructed main roads and on at least one side of 5 metres roads.
- Snow Plowing – 5-8 Metre Roads:
 - Plowing to ensure snow accumulations remain below **30 cm** in depth.
 - Removing loose snow and ice such that compacted surfaces are exposed.
 - Removing compact snow thickness over **15 cm** to prevent spring rutting or damage to the underlying surface.

DEPARTMENTAL SUPPORT

DIAND will:

- Supply the Contractor with the following resources, material, equipment, or property (the “Property”) at no cost to the Contractor:
 - The DIAND Departmental Representative shall supply the necessary CMTA survey maps and diagrams required for each assigned project; and
- Be available for consultation as required.

CONSTRAINTS

Work may be modified and or postponed due to unforeseen DND training exercise requirements.

A0632-002 (2015-05-11)

**Solicitation No. – N° de l’invitation
1000177453**

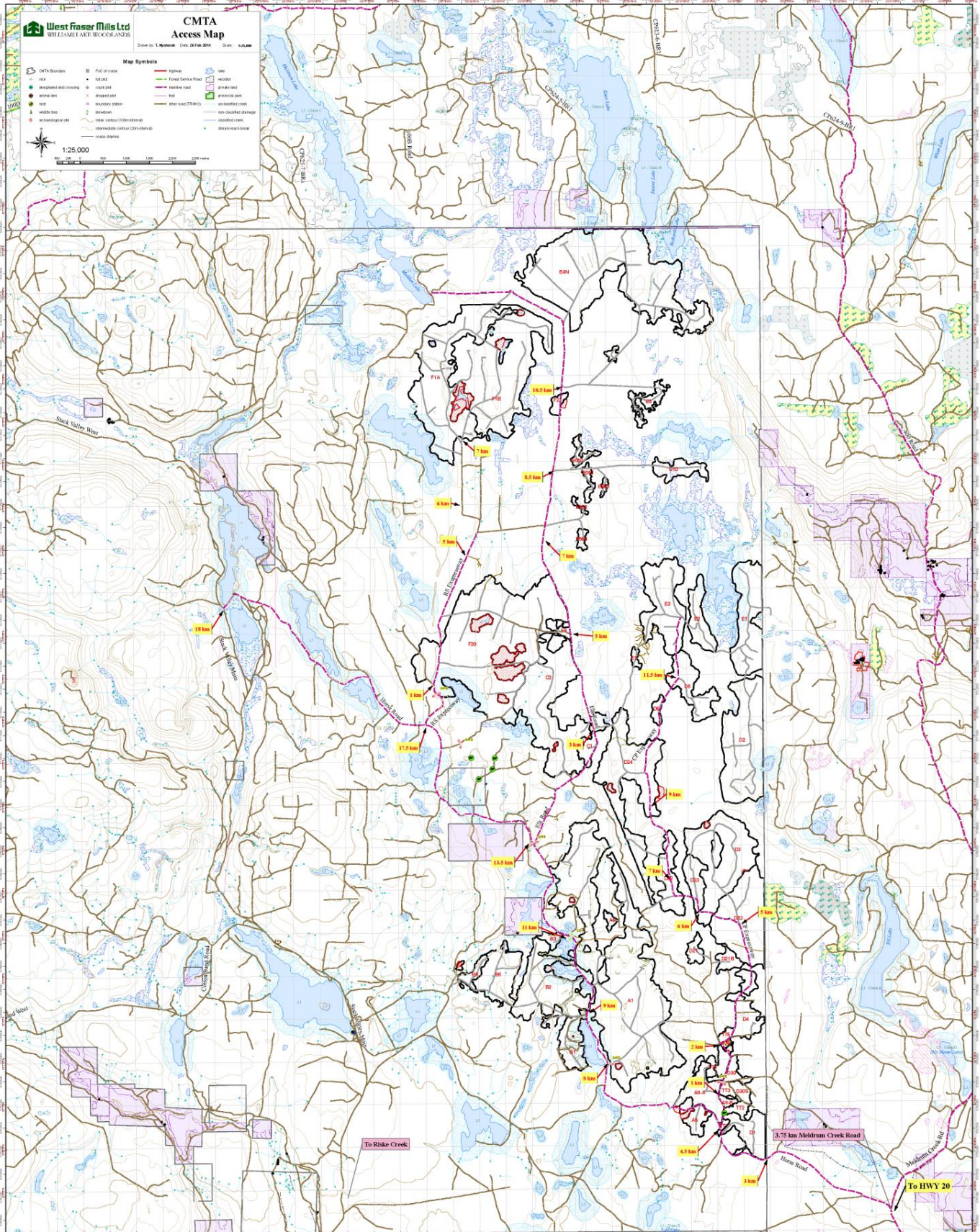
POINT OF SERVICE

The Chilcotin Military Training Area (CMTA) is located:

- North of the small community of Riske Creek, BC;
- 47 kilometres west of Williams Lake
- 41,000 hectares of land owned by the Department of National Defence (DND).
- More details will be provided on operational maps such as road maintenance and/or individual cut blocks for each work treatment assignment.

A0632-002 (2015-05-11)

Solicitation No. – N° de l'invitation
1000177453



Solicitation No. – N° de l'invitation
1000177453

ANNEX "B"
BASIS OF PAYMENT

FOREST ROAD GRADING, BUILDING, MAINTENANCE AND SNOW PLOWING SERVICES TREATMENT TYPES AND PRICING SCHEDULE	
INITIAL PERIOD Fiscal Year 2015/16 (Date of Contract Award to March 31, 2016)	
TREATMENT TYPE	RATE PER KILOMETER (\$/KM)
Road grading – 5 metre running surface	
Road Grading – 8 metre running surface	
Road Building – 5 metre running surface	
Road Building – 8 metre running surface	
Snow plowing – 5 metre running surface	
Snow plowing – 8 metre running surface	
Full Road Deactivation – 5 metre running surface	
Full Road Deactivation – 8 metre running surface	
Partial (cross ditching) Road Deactivation – 5 metre running surface	
Partial (cross ditching) Road Deactivation – 8 metre running surface	
INITIAL PERIOD TOTAL UNIT COSTS	

PERIOD 2 Fiscal Year 2016/17 (April 1, 2016 to March 31, 2017)	
TREATMENT TYPE	RATE PER KILOMETER (\$/KM)
Road grading – 5 metre running surface	
Road Grading – 8 metre running surface	
Road Building – 5 metre running surface	
Road Building – 8 metre running surface	
Snow plowing – 5 metre running surface	
Snow plowing – 8 metre running surface	
Full Road Deactivation – 5 metre running surface	
Full Road Deactivation – 8 metre running surface	
Partial (cross ditching) Road Deactivation – 5 metre running surface	
Partial (cross ditching) Road Deactivation – 8 metre running surface	
PERIOD 2 TOTAL UNIT COSTS	

A0632-002 (2015-05-11)

Solicitation No. – N° de l’invitation
1000177453

FOREST ROAD GRADING, BUILDING, MAINTENANCE AND SNOW PLOWING SERVICES SUMMARY PRICING	
	TOTAL RATES BY KILOMETER
TOTAL PER KILOMETER RATE – INITIAL PERIOD	
TOTAL PER KILOMETER RATE – PERIOD 2	
TOTAL	