



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

**Bid Receiving  
PWGSC  
33 City Centre Drive  
Suite 480C  
Mississauga  
Ontario  
L5B 2N5  
Bid Fax: (905) 615-2095**

**REQUEST FOR PROPOSAL  
DEMANDE DE PROPOSITION**

**Proposal To: Public Works and Government  
Services Canada**

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

**Proposition aux: Travaux Publics et Services  
Gouvernementaux Canada**

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

**Comments - Commentaires**

**Vendor/Firm Name and Address**

**Raison sociale et adresse du  
fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**

Public Works and Government Services Canada  
Ontario Region  
33 City Centre Drive  
Suite 480  
Mississauga  
Ontario  
L5B 2N5

<b>Title - Sujet</b> Timber and Brush Clearing Services	
<b>Solicitation No. - N° de l'invitation</b> W6837-174616/A	<b>Date</b> 2016-09-16
<b>Client Reference No. - N° de référence du client</b> W6837-174616	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$TOR-031-7177	
<b>File No. - N° de dossier</b> TOR-6-39077 (031)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2016-10-31</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Daylight Saving Time EDT
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Schmidt, Jeff	<b>Buyer Id - Id de l'acheteur</b> tor031
<b>Telephone No. - N° de téléphone</b> (905) 615-2058 ( )	<b>FAX No. - N° de FAX</b> (905) 615-2060
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF NATIONAL DEFENCE Real Property Operations Detachment 16 Ramillies Road (Bldg. P-154) Borden Ontario L0M 1C0 Canada	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

<b>Delivery Required - Livraison exigée</b> See Herein	<b>Delivery Offered - Livraison proposée</b>
<b>Vendor/Firm Name and Address</b> <b>Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
<b>Telephone No. - N° de téléphone</b> <b>Facsimile No. - N° de télécopieur</b>	
<b>Name and title of person authorized to sign on behalf of Vendor/Firm</b> <b>(type or print)</b> <b>Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

## TABLE OF CONTENTS

<b>PART 1 - GENERAL INFORMATION</b>	<b>3</b>
1.1 STATEMENT OF WORK	3
1.2 DEBRIEFINGS	3
1.3 TRADE AGREEMENTS	3
<b>PART 2 - BIDDER INSTRUCTIONS</b>	<b>3</b>
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS	3
2.2 SUBMISSION OF BIDS	3
2.3 FORMER PUBLIC SERVANT	3
2.4 ENQUIRIES - BID SOLICITATION	5
2.5 APPLICABLE LAWS	5
2.6 MANDATORY SITE VISIT	5
<b>PART 3 - BID PREPARATION INSTRUCTIONS</b>	<b>6</b>
3.1 BID PREPARATION INSTRUCTIONS	6
<b>PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION</b>	<b>8</b>
4.1 EVALUATION PROCEDURES	8
4.2 BASIS OF SELECTION	8
<b>PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION</b>	<b>9</b>
5.1 CERTIFICATIONS REQUIRED WITH THE BID	9
5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION	9
<b>PART 6 - RESULTING CONTRACT CLAUSES</b>	<b>10</b>
6.1 SECURITY REQUIREMENTS	10
6.2 STATEMENT OF WORK	10
6.3 STANDARD CLAUSES AND CONDITIONS	10
6.4 TERM OF CONTRACT	10
6.5 AUTHORITIES	10
6.6 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS	11
6.7 PAYMENT	11
6.8 INVOICING INSTRUCTIONS - PROGRESS PAYMENT CLAIM - SUPPORTING DOCUMENTATION NOT REQUIRED	12
6.9 CERTIFICATIONS AND ADDITIONAL INFORMATION	13
6.10 APPLICABLE LAWS	13
6.11 PRIORITY OF DOCUMENTS	13
6.12 DEFENCE CONTRACT	13
6.13 INSURANCE – NO SPECIFIC REQUIREMENT	13
<b>ANNEX A</b>	<b>14</b>
STATEMENT OF WORK	14
<b>ANNEX B</b>	<b>20</b>
BASIS OF PAYMENT	20
<b>ANNEX C</b>	<b>21</b>
SITE PLAN	21

ANNEX 1 TO PART 3 OF THE BID SOLICITATION .....

23

ELECTRONIC PAYMENT INSTRUMENTS .....

23

---

## **PART 1 - GENERAL INFORMATION**

### **1.1 Statement of Work**

The Work to be performed is detailed under Article 2 of the resulting contract clauses.

### **1.2 Debriefings**

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

### **1.3 Trade Agreements**

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT).

## **PART 2 - BIDDER INSTRUCTIONS**

### **2.1 Standard Instructions, Clauses and Conditions**

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the *Standard Acquisition Clauses and Conditions Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) 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 (2016-04-04) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days  
Insert: 90 days

### **2.2 Submission of Bids**

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

### **2.3 Former Public Servant**

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

## Definitions

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

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

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

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

## Former Public Servant in Receipt of a Pension

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

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

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

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

## Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;

- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

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**

All enquiries must be submitted in writing to the Contracting Authority no later than 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 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.

## **2.6 Mandatory Site Visit**

It is mandatory that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for the site visit to be held at the parking lot outside 10 River Road, Borden, ON on Friday October 14, 2016. The site visit will begin at 10:00 AM EST, at Building R86.

Bidders must communicate with the Contracting Authority no later than October 13, 2016 at 5:00 PM to confirm attendance and provide the name(s) of the person(s) who will attend. Bidders will be required to sign an attendance sheet. Bidders should confirm in their bid that they have attended the site visit.

Bidders who do not attend the mandatory site visit or do not send a representative will not be given an alternative appointment and their bid will be declared non-responsive. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.

---

## **PART 3 - BID PREPARATION INSTRUCTIONS**

### **3.1 Bid Preparation Instructions**

Canada requests that Bidders provide their bid in separately bound sections as follows:

Section I: Technical Bid (3 hard copies)

Section II: Financial Bid (1 hard copy)

Section III: Certifications (1 hard copy)

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

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

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](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 should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) 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.

#### **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.

##### **3.1.1 Electronic Payment of Invoices – Bid**

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex 1 Electronic Payment Instruments, to identify which ones are accepted.

If Annex 1 Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

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

##### **3.1.2 Exchange Rate Fluctuation**

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

Solicitation No. - N° de l'invitation

W6837-174616/A

Client Ref. No. - N° de réf. du client

W6837-174616

Amd. No. - N° de la modif.

File No. - N° du dossier  
TOR-6-39077

Buyer ID - Id de l'acheteur

tor031

CCC No./N° CCC - FMS No./N° VME

---

### **Section III:      Certifications**

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



## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 4.1 Evaluation Procedures

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

#### 4.1.1 Technical Evaluation

##### 4.1.1.1 Mandatory Technical Criteria

Item #	Mandatory Technical Criteria
1.	The bidder must have a minimum of 3 years documented experience in the provision of timber and brush clearing services. To demonstrate this experience, the bidder must provide details related to the history and background of their company with their bid, at the time of bid closing.
2.	<p>The bidder must provide details of two (2) contracts that were similar* in scope and size, related to timber and brush clearing services with their bid at the time of bid closing. The bid must include contact information (name, title, company, phone number and e-mail address) for each of the two (2) contracts to confirm the information. The Bid Evaluation Team at the Department of National Defence will validate the information with the contact identified in the bid only to confirm the following information with yes or no questions. The questions will be:</p> <ol style="list-style-type: none"> <li>1. Did the contractor perform the work and hold the contract?</li> <li>2. Did the contractor fulfill their obligations in their performance of the work?</li> </ol> <p>Similar* - for the purpose of evaluation, means the extent of comparability in terms of scope, magnitude, operating environment and business sector as the work described in Annex A, Statement of Work.</p>

#### 4.1.2 Financial Evaluation

- i. Bidders must submit pricing in accordance with Annex B, Basis of Payment, with their bid at bid closing;
- ii. The Total Evaluated Price will be the sum of the Extended Prices for Items 1 to 4 at Annex B, Basis of Payment. The Extended Price will be calculated by multiplying the Kilometres by the Firm Unit Price;
- iii. *SACC Manual* Clause A0220T (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 AND ADDITIONAL INFORMATION

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

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

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

### 5.1 Certifications Required with the Bid

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

#### 5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the *Ineligibility and Suspension Policy* (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide with its bid the required documentation, as applicable, to be given further consideration in the procurement process.

### 5.2 Certifications Precedent to Contract Award and Additional Information

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

#### 5.2.1 Integrity Provisions – Required Documentation

In accordance with the *Ineligibility and Suspension Policy* (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

#### 5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the Employment and Social Development Canada (ESDC) - Labour's website ([http://www.esdc.gc.ca/en/jobs/workplace/human\\_rights/employment\\_equity/federal\\_contractor\\_program.page?&\\_ga=1.229006812.1158694905.1413548969](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969)).

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

---

## PART 6 - RESULTING CONTRACT CLAUSES

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

### 6.1 Security Requirements

6.1.1 There is no security requirement applicable to the Contract.

### 6.2 Statement of Work

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

### 6.3 Standard Clauses and Conditions

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

#### 6.3.1 General Conditions

2010C (2016-04-04) General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

### 6.4 Term of Contract

#### 6.4.1 Period of the Contract

The period of the Contract is from date of Contract to November 30, 2017 inclusive.

### 6.5 Authorities

#### 6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Jeff Schmidt  
Title: Supply Specialist  
Public Works and Government Services Canada  
Acquisitions Branch  
Address: 33 City Centre Dr  
Mississauga, ON L5B 2N5

Telephone: 905-615-2058  
Facsimile: 905-615-2060  
E-mail address: [jeff.schmidt@pwgsc.gc.ca](mailto:jeff.schmidt@pwgsc.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: \_\_\_\_\_

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-mail address: \_\_\_\_\_

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

### 6.5.3 Contractor's Representative

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 - Firm Price, Firm Unit Price(s) or Firm Lot Price(s)

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit prices, as specified in Annex B, Basis of Payment for a cost of \$ \_\_\_\_\_. Customs duties are included, and Applicable Taxes are extra.

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

#### 6.7.2 Limitation of Price

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

### 6.7.3 Schedule of Milestones

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

Milestone No.	Description or "Deliverable"	Firm Amount	Due Date or "Delivery Date"
001	Priority 1	\$ _____	Prior to November 30, 2017
002	Priority 2	\$ _____	Prior to November 30, 2017
003	Priority 3	\$ _____	Prior to November 30, 2017
004	Priority 4	\$ _____	Prior to November 30, 2017

### 6.7.4 Milestone Payments - Not subject to holdback

SACC Manual clause H3010C (2016-01-28) Milestone Payments - Not subject to holdback

### 6.7.5 Electronic Payment of Invoices – Contract

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

### 6.8 Invoicing Instructions - Progress Payment Claim - Supporting Documentation not required

1. The Contractor must submit a claim for payment using form PWGSC-TPSGC 1111, Claim for Progress Payment.

Each claim must show:

- a. all information required on form PWGSC-TPSGC 1111;
  - b. all applicable information detailed under the section entitled "Invoice Submission" of the general conditions;
  - c. the description and value of the milestone claimed as detailed in the Contract.
2. Applicable Taxes, must be calculated on the total amount of the claim before the holdback is applied. At the time the holdback is claimed, there will be no Applicable Taxes payable as it was claimed and payable under the previous claims for progress payments.
3. The Contractor must prepare and certify one original and two (2) copies of the claim on form PWGSC-TPSGC 1111, and forward it to the Project Authority identified under the section entitled "Authorities" of the Contract for appropriate certification after inspection and acceptance of the Work takes place.

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

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

## **6.9 Certifications and Additional Information**

### **6.9.1 Compliance**

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

### **6.10 Applicable Laws**

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

### **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 (2016-04-04) General Conditions - Services (Medium Complexity);
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) Annex C, Site Plan;
- (g) the Contractor's bid dated \_\_\_\_\_.

### **6.12 Defence Contract**

SACC *Manual* clause A9006C (2012-07-16) Defence Contract

### **6.13 Insurance – No Specific Requirement**

SACC *Manual* clause G1005C (2016-01-28) Insurance – No Specific Requirement

## ANNEX A

### STATEMENT OF WORK

#### Timber and Brush Clearing Services

##### 1. Description of Work

The Department of National Defence, Canadian Forces Base Borden (CFB Borden), Borden, Ontario has a requirement for the supply of all labour, materials, tools, equipment, transportation and supervision required to provide timber and brush clearing services located at CFB Borden. Work under this requirement consists of varying degrees of timber and brush clearing. Vegetation will remain on site in a location determined by the Project Authority (PA).

Volume and type of clearing to be performed will be provided by the Project Authority to ensure proper equipment is mobilized. A Safety Watch vehicle will not be required during the mobilization, it will be required during operation of the mulchers, tracked dozer and skid steer. Site visits prior to the work will only be authorized by the Project Authority if required prior to the work in a Priority area. The time periods should be between one to three weeks to complete, depending on the amount of brush to be cleared.

##### 2. Work Environment

- a. Work under this requirement consists of varying degrees of timber and brush clearing. Harvested timber and vegetation will remain on site with location dictated by the Project Authority (PA);
- b. The areas in which clearing operations are to take place are very diverse;
- c. Areas that have been previously cleared, and have various amounts of re- growth;

##### 3. Worksite Safety Watch

- a. The safety of the personnel working on site is the sole responsibility of the Contractor. The safety watch supervisor will be required to be on-site every time a service vehicle is required during the work. The on-site safety watch supervisor is responsible for ensuring safe operation of the equipment onsite as well as acting as first responder in the event of an injury.
- b. Any safety watch vehicle that is required will be determined and provided by the Contractor at the time of site visit. Site visits will be required every time a service vehicle is required for the work.

##### 4. Methods, Equipment and materials

- a. **Method of measurement** - Roadside brush cutting will be measured in Kilometers and nearest tenths of kilometers along the road along the road center line of the roadway, and must include only those sections of the roads which are included in the call-up and completed in accordance with the specifications. Parking areas, turnouts and approach road connections are considered adjuncts of the main road and must not be measured separately. Measured kilometers include brush cutting both sides of the road.
- b. **Equipment and use** - Contractor must provide and use a minimum of 2 excavators with brushing head attachments (brushing heads must be able to cut and chip material) to effectively perform this type of work. All equipment must be of efficient size and horsepower to operate the head at sufficient RPM's that will cut the brush and chip; not tearing it leaving behind sharp jagged stubble. The machines must be able to mulch and chip material not

leaving debris on roadways and ditches. Roadways and ditches must be clear of debris after operation is complete.

- c. **Mobilization** - Costs for mobilization are considered incidental to the ordered work, therefore the contractor must consider this in the pricing.
- d. **Replacement of Equipment** - Contractor shall provide quality equipment capable of safely performing the work under the terms of the contract. If equipment is rejected because it does not meet minimum requirements, including but not limited to safety and operability, or if it becomes inoperable, the contractor shall correct the deficiencies or furnish replacement equipment meeting contract requirements within 2 days. All repairs are the total responsibility of the contractor, including vandalism to equipment while under contract.
- e. **Pollution and erosion Control** - During all operations under this contract, the contractor shall exercise reasonable measures to keep the drainage systems functioning effectively to prevent or minimize erosion and pollution of water and other resources. All refuse, including garbage, rubbish, and solid or liquid waste from the contractors operations will be collected, stored and disposed of in an environmentally friendly manner at a approved landfill site.

## 5. Work objectives

- a. Road side brushing. This work consist of removal and disposal of limbs, residual brush, live road side brush and trees of 150mm or less when measured at 150mm from the base of the tree; which are within or obtrude upon designated clearing limits on both sides of the road. The clearing limits include a horizontal distance of three meters (3m) from the shoulder of the road with ditches, three meters (3m) horizontal distance from the edge of road without ditches, and a horizontal distance of three meters (3m) from the shoulder of the fill slope. Clearing limits will include turnouts and curves.
- b. Water ways and drainage facilities must be kept clear of any debris and materials handled during the performance and work will not interfere or obstruct water flow.
- c. All brush and trees located inside the clearing limits shall be cut off leaving a stump height no higher than 100mm above ground level.
- d. All brush, slash and trees will be cut off cleanly, with no material left partially cut, splintered, bent over, or matted down.
- e. No brush, slash or other material will be disposed of in streams or rivers.
- f. Debris shall not be allowed to accumulate in heavy concentrations, and should be distributed outside the clearing limits adjacent to the cutting area.
- g. All debris will be removed form road ways and ditches at end of each day.
- h. Roadbed clearing limit, stump height will not exceed 50mm, and will be cut as not to create a hazard to foot or vehicle traffic.
- i. Trees in excess of 200mm in diameter, when measured 150mm above ground, will be limbed so that no limb extends within 3m of the road surface within the cutting limits. Limbs will be cut to within 100mm of the trunk to produce a reasonably smooth vertical surface.

## 6. Public Safety and Signage

- a. The contractor will provide signs, other devices, and traffic control for occupied work areas in accordance with MTO Book 7 (Ontario traffic manual-Temporary conditions). All signs and devices remain the property and responsibility of the contractor.
- b. All roads in the area will remain open to traffic and the contractor will permit passage to vehicles unless otherwise approved in writing by the project authority. Traffic approaching working areas from either direction shall be warned by signage.



- c. Required signs, devices can be mounted on portable or temporary mountings. Signs at all times will be within 1 kilometer of operating equipment or personnel.
- d. Work will be scheduled to provide for completion of segments on a daily basis so that no obstacles are left in roadway.
- e. Equipment, all vehicles and machinery operating or from the traveled way or road shoulder shall have flashing 4 way or top mounted flashing amber lights or rotary beacons operated continuously while work is in progress.

## 7. Definitions

The following definitions will be utilized with regard to the work being carried out under this requirement;

- a. Clearing- Consists of cutting off or mulching trees, brush and vegetative growth to not more than a specified height above ground which will be specified by the Project Authority prior to mobilization, and movement of felled trees, previously uprooted trees, stumps and surface debris.
- b. Underbrush Clearing- Consists of removal or mulching of undergrowth, deadwood and trees smaller than 100mm trunk diameter from areas of mature trees.
- c. Selective Timber Removal- Removal of specific tree species or size.
- d. Mobilization- Movement and setup of all necessary service machines from Contractors premises to a state where productive work can begin on the worksite. Safety watch vehicles are not included.
- e. Demobilization- Take down and movement of all necessary service machines from worksite to Contractors premises. Safety watch vehicles are not included.

## 8. Contractor's Use of Site

For execution of the work only, subject to the following:

- a. Movement around site will be subject to restrictions imposed by the Project Authority;
- b. Do not unreasonably encumber site with materials or equipment;
- c. Maintain work in tidy condition, free from accumulation of waste products and debris; and
- d. Execute work with the least possible interference or disturbance to occupants and normal use of premises.

## 9. Workmanship

- a. Workmanship must be of the best quality, executed by Operators and Laborers skilled and ticketed in the respective trades for which they are employed. It is the responsibility of the Contractor to supply fully licensed and accredited employees for the Work under this Contract. All related licenses, training and accreditation are the responsibility of the Contractor and proof of these credentials must be supplied to DND upon the Project Authority's request.
- b. The Contractor must not employ any unfit person or anyone unskilled in their respective duties. The Work must not be performed by any person who, in the opinion of the Project Authority, is contributing to potential hazards, and acting in a way that endangers other people or property; the Project Authority reserves the right to dismiss these workers from the site.

- c. Decisions as to the quality or fitness of workmanship in cases of dispute rest solely with the Project Authority, whose decision is final.

## 10. Hazardous Spill Management and Prevention

- a. Contractors are responsible for the immediate reporting and initial remediation actions of all hazardous material spills under 4 liters (A spill is the intentional or unintentional deposit, discharge, dump, emission, emptying, injecting, leaking, pouring, placing, releasing, seeping, or spraying of a hazardous material into the environment.) Contractors are responsible for the immediate reporting all hazardous materials spills over 4 liters and are not permitted to clean up the spill;
- b. Any spills discovered by the Contractor but not created by the Contractor must be immediately reported but not cleaned up by the Contractor;
- c. Upon discovery of a spill, the Contractor must report to the Wing Fire Hall and ensure it is notified followed by the applicable PA;
- d. Contractors must ensure a proper spill containment kit is on site at all times. This kit must include material required for the initial clean up in the event of a hazardous material spill, (absorbent pads, oil dry, and containment dikes);
- e. Contractors must ensure all tools / equipment and vehicles are free of leaks which would result in a spill or discharge of hazardous material.

## 11. Non Compliance with DND Regulations

- a. In the event contract personnel are found to be in non-compliance with the health and safety regulations identified in Section 12., Health & Safety Requirements, while on DND property, the following action will be taken by the General Safety Officer and/or designated DND officials:
- b. FIRST INCIDENT: supervisor will be told to remove person from DND property until the next work day; and
- c. SECOND INCIDENT: person will no longer be permitted on DND property for the duration of that project;
- d. The incidents above need not be a repeat of a previous occurrence, but may take the form of unrelated instances of non-compliance with the health and safety regulations by the same individual;
- e. In circumstances where repetitions of incidents indicate lack of adherence to the health and safety regulations by the supervisor, the Contractor will be instructed to remove the supervisor from the property;
- f. Should the Contractor be responsible for a delay in the progress of the work due to an infraction of the legislated requirements, or the safety requirements contained in the Orders to Provincial Contractors Working on DND Property, the Contractor must, at their own expense, acquire and use manpower or equipment for the execution of the Work, as deemed to be necessary, in the opinion of the Wing Construction Engineering Officer, or their representative, to avoid delay in the final completion of the work or any operations thereof.

## 12. Health & Safety Requirements

- a. All accidents must be reported to the Project Authority immediately;
- b. All hazardous material must be identified and labelled in accordance with the Workplace Hazardous Material Information System (WHMIS) and copies of the Material Safety Data Sheet (MSDS) must be supplied to the Project Authority;

- c. Should any unforeseen or peculiar safety-related factor, hazard, or condition become evident during the performance of work, the Contractor must report it to Project Authority immediately;
- d. If during execution of Work, workers uncover or disturb suspected asbestos products that are not covered in the Statement of Work or Call-up, the Contractor must STOP work in that area and report to Project Authority immediately;
- e. Smoking is not permitted in any DND building or facility. Smoking will only be permitted utilizing designated smoking areas located in various locations throughout the Base. Smoking is not permitted in the POL Compound or around any flammable liquids.
- f. In the event that at any time any ordnance or anything that may be an ordnance is located or discovered within, over, or under any part of the said lands, the Contractor must forthwith cease all operations within or adjacent to that part and must immediately notify Range Control. The removal of any ordnance will be done by or under the authority of the Base Commander. The contractor must not under any circumstances touch or move any ordnance discovered within, over or under any part of the said lands.

### 13. Orientation Meeting

- a. The Contractor's personnel who will be working in the training area of CFB Borden must read and abide by the Base Borden Range Fire Orders and Regulations for Contractors, which will be provided by the Project Authority during the orientation meeting or before the commencement of the work.

The Project Authority will coordinate arrangements for the Contractor to be briefed on Fire Safety at their orientation meeting before any work is commenced;

- b. The Contractor or any of their personnel including subcontractors working with or supporting DND personnel must attend work-specific briefings by the Project Authority lasting approximately one (1) hour relating to health, safety, environmental and emergency response procedures. Documentation including Standing Operating Procedures (SOP's) or other procedures, and safety standards will be cited or made available to Contractor's personnel principals on a loan basis for reference, as applicable;
- c. Observance of On-site Safety, Health and Environmental Standards on Protection of Property. The Contractor, his employees and subcontractors, undertakes and agrees to comply with all DND regulations in force at the worksite, including the observance of all safety, health and environmental standards and those in place to preserve and protect DND property from loss or damage from all causes including fire;
- d. The Contractor is responsible to ensure that all employees and subcontractors that will be working on the site are fully briefed and have completed and signed the Contractor Safety Orientation Checklist prior to the start of any portion of the onsite work. A copy of the signed checklist is to be provided to the Project Authority. No payments will be issued until all documentation is in place.

### 14. Environmental Protection Procedures

- a. The following are disposals regulations:
  - i. Burying of rubbish or waste materials on site is prohibited;
  - ii. Do not dispose of waste or volatile materials, such as mineral spirits, oil or paint thinner into waterways, storm or sanitary sewers;
  - iii. Costs associated with appropriate removal, transportation and disposal of wastes is the responsibility of the Contractor; and

- 
- iv. The Contractor must dispose of all rubbish and residue in accordance with existing provincial and municipal regulations or bylaws.
  - b. Do not pump contaminated water into waterways, storm drains, sanitary sewers, or drainage systems;
  - c. Control the disposal or runoff of contaminated water or other harmful substances in accordance with local authority requirements;
  - d. Do not dump excavated fill, waste material or debris in waterways;
  - e. The Contractor must immediately notify the Project Authority of any damage incident.

## 15. Limitations and Constraints

- a. Recognizing the geographical size of the area covered by this SOA, it is imperative the Contractor provide reliable transportation means that allow its employees to move freely among the respective areas of responsibility;
- b. All vehicles utilized for transporting personnel and equipment must be free of fluid leaks which would contaminate roadways and parking areas of CFB Borden.

**ANNEX B****BASIS OF PAYMENT**

Firm unit pricing in Canadian funds including all labour, materials, tools, equipment, and supervision necessary to carry out the work. Canadian customs duties, excise taxes, F.O.B. destination and any delivery. Applicable Taxes are extra, if applicable.

<b>Item</b>	<b>Description</b>	<b>Kilometres</b>	<b>Firm Unit Price Per Km</b>	<b><i>Extended Price</i></b>
<b>1</b>	<b>Priority 1</b> , as identified in Annex C, Site Map and in accordance with Annex A, Statement of Work.	<b>6.2 km</b>	\$ _____	\$ _____
<b>2</b>	<b>Priority 2</b> , as identified in Annex C, Site Map and in accordance with Annex A, Statement of Work.	<b>26.6 km</b>	\$ _____	\$ _____
<b>3</b>	<b>Priority 3</b> , as identified in Annex C, Site Map and in accordance with Annex A, Statement of Work.	<b>27.1 km</b>	\$ _____	\$ _____
<b>4</b>	<b>Priority 4</b> , as identified in Annex C, Site Map and in accordance with Annex A, Statement of Work.	<b>21 km</b>	\$ _____	\$ _____
<b><i>TOTAL EVALUATED PRICE (Items 1+2+3+4)</i></b>				<b>\$ _____</b>

Solicitation No. - N° de l'invitation

**W6837-174616/A**

Client Ref. No. - N° de réf. du client

**W6837-174616**

Amd. No. - N° de la modif.

File No. - N° du dossier  
**TOR-6-39077**

Buyer ID - Id de l'acheteur

**tor031**

CCC No./N° CCC - FMS No./N° VME

---

## **ANNEX C**

### **SITE PLAN**

See Site Plan below.



## **ANNEX 1 to PART 3 OF THE BID SOLICITATION**

### **ELECTRONIC PAYMENT INSTRUMENTS**

The Bidder accepts any of the following Electronic Payment Instrument(s):

- ☐ ( ) VISA Acquisition Card;
- ☐ ( ) MasterCard Acquisition Card;
- ☐ ( ) Direct Deposit (Domestic and International);
- ☐ ( ) Electronic Data Interchange (EDI);
- ☐ ( ) Wire Transfer (International Only);
- ☐ ( ) Large Value Transfer System (LVTS) (Over \$25M)