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## PART 1 – GENERAL INFORMATION

### 1. Introduction

The bid solicitation is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information:** provides a general description of the requirement;
- Part 2 Bidder Instructions:** provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions:** provides bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection:** indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications:** includes the certifications to be provided;
- Part 6 Security, Financial and Other Requirements:** includes specific requirements that must be addressed by bidders; and
- Part 7 Resulting Contract Clauses:** includes the clauses and conditions that will apply to any resulting contract.

The Annexes include:

- Annex "A"** - the Statement of Work
- Annex "B"** - the Basis of Payment
- Annex "C"** – Insurance Requirement

and any other annexes.

### 2. Summary

By means of the RFP, NRCan is seeking proposals from Bidders to provide vista clearing services between the Canadian and United States boundary at the Quebec/Maine SW Section.

The period of the Contract shall be from approximately **May 29, 2017** to **August 25, 2017**

#### 2.1 Security Requirement

There is no security requirements associated with either of these requirements and any resulting contract(s).

#### 2.2 Trade Agreements

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

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

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

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



### **3. Debriefings**

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



## PART 2 – BIDDER INSTRUCTIONS

### 1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the *Standard Acquisition Clauses and Conditions Manual* (<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 with the modifications to the text below. If there is a conflict between the provisions of 2003 and this document, this document prevails.

#### In the complete text content (except Section 1 – Integrity Provisions – Bid):

DELETE: Public Works and Government Services Canada (PWGSC)

INSERT: Natural Resources Canada (NRCan)

#### In Section 2 – Procurement Business Number:

DELETE: “Suppliers are required to”

INSERT: “It is suggested that suppliers”

#### In Section 5.4 – Submission of Bids:

DELETE: sixty (60) days

INSERT: one hundred and twenty (120) days

#### In Section 8.1 – Transmission by Facsimile:

DELETE: 819-997-9776

INSERT: 613-992-2920

#### In Section 20.2 – Further Information:

DELETE: in its entirety

### 2. Submission of Bids

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

Natural Resources Canada  
Bid Receiving Unit – Loading Dock Access  
588 Booth Street, Room 108  
Ottawa, Ontario K1A 0Y7  
Attention: **Valerie Holmes**

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

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



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

### **3. Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than **seven (7)** 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.

### **4. Applicable Laws**

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

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.

### **5. Improvement of Requirement During Solicitation Period**

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least **five (5)** days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

### **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 an easily accessible location on **May 17, 2017 at 10:00 a.m.** in the parking lot of Saint-Augustin-de-Woburn's church (581 rue Saint-Augustin, Quebec, G0Y 1R0)

Bidders are requested to communicate with the Contracting Authority no later than **May 12, 2017 at 2:30 p.m. EDT** to confirm attendance and provide the name(s) of the person(s) who will attend.

Bidders may be requested to sign an attendance sheet. Bidders who do not attend or do not send a representative will not be given any alternative appointment and their bid will be declared non-responsive. Bidders should confirm in their bid that they have attended the site visit. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.



## **7. Basis for Canada's Ownership of Intellectual Property**

Natural Resources Canada has determined that there will not be any intellectual property produced under this requirement.





## PART 3 – BID PREPARTION INSTRUCTIONS

### 1. Bid Preparation Instructions

NRCan will accept your bids in one of the following formats:

#### HARD COPY:

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

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

**Section III:** Certifications – 1 copy

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

OR:

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

#### ELECTRONIC STORAGE MEDIA:

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

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

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

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

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

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

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

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

To assist Canada in reaching its objectives, bidders are encouraged to:

- i. use paper containing fibre certified as originating from a sustainably-managed forest and/or containing minimum 30% recycled content; and



- ii. use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.
- iii. use a numbering system that corresponds to the bid solicitation.

### **1. Section I: Technical Bid**

In their technical bid, bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders must demonstrate their capability and describe their approach in a thorough, concise and clear manner for successfully carrying out the work as described in the Annex "A" – Statement of Work".

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

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient and may result in a loss of points. In order to facilitate the evaluation of the bid, Canada requests that bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

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

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

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

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

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

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

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

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



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

**3.1 Exchange Rate Fluctuation**

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

**4. Section III: Certifications**

Bidders must submit the certifications as per Part 5.



## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 1. Evaluation Procedures

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

#### 1.1 Mandatory Technical Evaluation

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

### 2. Basis of Selection

#### Mandatory Technical Criteria

The bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.



## 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. 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.

### 1. Certifications Required with the Bid

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

#### 1.1 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 the required documentation, as applicable, to be given further consideration in the procurement process.

**Note: Bidders are only required to fill out this form if they have been convicted of a criminal offence.**

### 2. Certifications Precedent to Contract Award and Additional Information

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

#### 2.1 Integrity Provisions – List of Names

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.

- Bidders who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Bidder or, in the case of a private company, the owners of the company.
- Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the name of the owner(s).
- Bidders bidding as partnerships do not need to provide lists of names.

Name of Bidder: \_\_\_\_\_

OR

Name of each member of the joint venture:

Member 1: \_\_\_\_\_

Member 2: \_\_\_\_\_



Member 3: \_\_\_\_\_

Member 4: \_\_\_\_\_

Identification of the administrators/owners:

SURNAME	NAME	TITLE

### **3. Additional Certifications Precedent to Contract Award**

#### **3.1 Status and Availability of Resources**

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

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

#### **3.2 Rate or Price Certification**

The Bidder certifies that the price proposed is not in excess of the lowest price charged anyone else, including the Bidder's most favoured customer, for the like quality and quantity of the goods, services or both.

#### **3.3 Education and Experience**

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



**3.4 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**" means a former member of a department as defined in the *Financial Administration Act*, R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police and includes:

- (a) An individual;
- (b) An individual who has incorporated;
- (c) A partnership made up of former public servants; or
- (d) Sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"**Lump sum payment period**" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the Public Service.

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

**Former Public Servant (FPS) in Receipt of a Pension**

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

If so, the Bidder must provide the following information:

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

**Work Force Reduction Program**

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? **YES ( ) NO ( )**

If so, the Bidder must provide the following information:

- (a) Name of former public servant;
- (b) Conditions of the lump sum payment incentive: \_\_\_\_\_
- (c) Date of termination of employment: \_\_\_\_\_



- (d) Amount of lump sum payment: \_\_\_\_\_
- (e) Rate of pay on which lump sum payment is based: \_\_\_\_\_
- (f) Period of lump sum payment including:
  - Start date: \_\_\_\_\_
  - End date: \_\_\_\_\_
  - Number of weeks: \_\_\_\_\_
- (g) Number and amount (professional fees) of other contracts subject to the restrictions of a work force reduction program.

Contract Number:

Contract Amount:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

For all contracts awarded during the lump sum payment period, the total amount of fee that may be paid to a FPS who received a lump sum payment is \$5,000, including the Goods and Services Tax or Harmonized Sales Tax.

**3.5 Aboriginal Designation**

Who is eligible?

- a) An Aboriginal business, which can be:
  - i. a band as defined by the Indian Act
  - ii. a sole proprietorship
  - iii. a limited company
  - iv. a co-operative
  - v. a partnership
  - vi. a not-for-profit organization

in which Aboriginal persons have at least 51 percent ownership and control,

OR

- b. A joint venture consisting of two or more Aboriginal businesses or an Aboriginal business and a non-Aboriginal business(es), provided that the Aboriginal business(es) has at least 51 percent ownership and control of the joint venture.

When an Aboriginal business has six or more full-time employees at the date of submitting the bid, at least thirty-three percent of them must be Aboriginal persons, and this ratio must be maintained throughout the duration of the contract.

The bidder must certify in its submitted bid that it is an Aboriginal business or a joint venture constituted as described above.

- Our Company is NOT an Aboriginal Firm, as identified above.
- Our Company is an Aboriginal Firm, as identified above. The supplier must complete the certificate in the appropriate clause below.

SACC Manual clauses [A3000T](#), [A3001T](#), [M3030T](#), [M9030T](#), [S3035T](#) and [S3036T](#) contain a certification that suppliers must complete and submit with their bid/offer/arrangement. Failure by suppliers to submit this completed certification form with their bids/offers/arrangements may render the bid/offer/arrangement non-responsive.

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date





## **PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS**

### **1. Security Requirements**

NRCan has determined that there is no security requirement associated with this Contract.

### **2. Insurance Requirements**

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

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

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



## PART 7 - RESULTING CONTRACT CLAUSES

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

### 1. Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A" and the Contractor's technical bid dated \_\_\_\_\_. (*to be completed at contract award*)

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

#### 2.1 General Conditions

**2035 (2016-04-04), General Conditions - Higher Complexity - Services**, apply to and form part of the Contract.

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

#### 2.2 Supplemental General Conditions

##### 2.2.1 Dispute Resolution

###### *Mediation*

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

###### *Arbitration*

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

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

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

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

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will, on request or consent of the parties to participate in an alternative dispute resolution process to resolve any dispute between the parties respecting the interpretation or application of a term and



condition of this contract and their consent to bear the cost of such process, provide to the parties a proposal for an alternative dispute resolution process to resolve their dispute. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at [boa.opo@boa.opo.gc.ca](mailto:boa.opo@boa.opo.gc.ca).

### 3. Security Requirements

There is no security requirement applicable to this Contract.

### 4. Term of Contract

#### 4.1 Period of the Contract

The period of the contract shall be from approximately May 29, 2017 to August 25, 2017.

### 5. Authorities

#### 5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: **Valerie Holmes**  
Title: Procurement Specialist  
Organization: Natural Resources Canada  
Address: 580 Booth Street, 5<sup>th</sup> Floor, Room 5-D4-2  
Ottawa, Ontario, K1A 0E4  
Telephone: (343) 292-8371  
Facsimile: (613) 947-5477  
E-mail address: [Valerie.holmes@canada.ca](mailto:Valerie.holmes@canada.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.

#### 5.2 Project Authority (to be provided at contract award)

The Project Authority for the Contract is:

Name:  
Title:  
Organization:  
Address:  
Telephone:  
Facsimile:  
E-mail address:

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



### 5.3 Contractor's Representative

Name:  
Title:  
Tel:  
Fax:  
Email:

## 6. Proactive Disclosure of Contracts with Former Public Servants

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

## 7. Payment

### 7.1 Basis of Payment – Limitation of Expenditure

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment in Annex "B", to a limitation of expenditure of \$ \_\_\_\_\_ (*insert the amount at contract award*). Customs duties are included and Applicable Taxes are extra.

1. Canada's total liability to the Contractor under the Contract must not exceed \$ \_\_\_\_\_. (*inserted at time of contract award*) Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
  - a. when it is 75 percent committed, or
  - b. four (4) months before the contract expiry date, or
  - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

### 7.2 Method of Payment

#### Interim Payments

Interim invoice can be submitted after completion of 40% of the contract, completion of 60% of the contract, and upon final approval of the work by the Project Authority.



## 8. Invoicing Instructions

Invoices shall be submitted using one of the following methods:

<p><u>E-mail:</u></p> <p><a href="mailto:NRCAN.invoice_imaging-service_dimagerie_des_factures.RNCan@canada.ca">NRCAN.invoice_imaging-service_dimagerie_des_factures.RNCan@canada.ca</a></p> <p><b>Note:</b> Attach "PDF" file. No other formats will be accepted</p>
<b>OR</b>
<p><u>Fax:</u></p> <p>Local NCR region: <b>613-947-0987</b> Toll-free: <b>1-877-947-0987</b></p> <p><b>Note:</b> Use highest quality settings available.</p>

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

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

**Invoicing Instructions to suppliers:** <http://www.nrcan.gc.ca/procurement/3485>

## 9. Certifications

### 9.1 Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing additional 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 additional 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.

## 10. Applicable Laws

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

## 11. 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 supplemental general conditions contained herein;
- c) the general conditions **2035 (2016-04-04), Higher Complexity – Services**



- d) Annex "A", Statement of Work;
- e) Annex "B", Basis of Payment;
- f) Annex "C", Insurance Requirement;
- g) the Contractor's bid dated \_\_\_\_\_

## **12. Foreign Nationals (Canadian Contractor OR Foreign Contractor)**

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

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

## **13. Insurance**

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

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

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

## **14. Contract Administration**

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



## ANNEX "A" – STATEMENTS OF WORK

### SW1 Title

#### Vista Clearing of Canada – United States Boundary – Quebec/Maine (Highlands SW Section)

### SW2 Background

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

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

### SW3 Public Relations

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

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

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

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

### SW4 Contractor Meeting

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

### SW5 Scope of Work

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



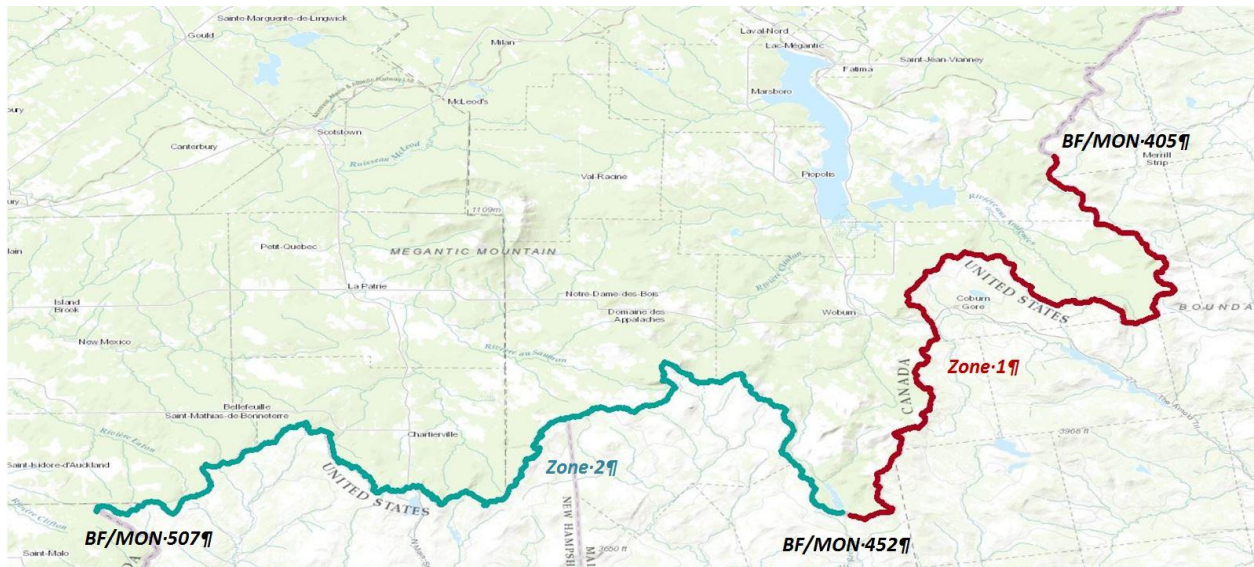
**SW5.1 Locations of the Areas to be Cleared**

**ZONE 1**

The section of the vista to be cleared along the International Boundary extends from monument 405, on top of Moose Hill and following the boundary south westerly to Monument 452, located south-west of Woburn, at the south end of Lac Arnold.

**ZONE 2**

The section of the vista to be cleared along the International Boundary extends from Monument 452, located south-west of Woburn, at the south end of Lac Arnold and following the boundary south westerly to Monument 507 at the head of Halls Stream.



**ZONE 1**

Approximate coordinates of departure point:	N 45° 30' 11.7", W 70° 42' 50.3"
Approximate coordinates of arrival point:	N 45° 14' 02.9", W 70° 52' 29.5"

**ZONE 2**

Approximate coordinates of departure point:	N 45° 14' 02.9", W 70° 52' 29.5"
Approximate coordinates of arrival point:	N 45° 14' 05.3", W 71° 26' 36.6"

**SW5.2 Length of Vista to be Cleared**

**ZONE 1**

The sea level distance to be cleared is approximately 69.9 kilometres (43.4 miles). The actual amount of boundary vista to be cleared can vary depending on where the line of vegetation ends. It is the responsibility of the Contractor to determine the actual distance to be cleared. Horizontal distances shown do not represent the amount of line to be cleared and are listed to ensure the extent of each location.

**ZONE 2**

The sea level distance to be cleared is approximately 85.9 kilometres (53.4 miles). The actual amount of boundary vista to be cleared can vary depending on where the line of vegetation ends. It is the responsibility of the Contractor to determine the actual distance to be cleared. Horizontal distances shown do not represent the amount of line to be cleared and are listed to ensure the extent of each location.





### **SW5.3 Limits of the Boundary Vista**

#### **ZONE 1**

It is the Contractor's responsibility to find the boundary monuments of the international boundary line. The international boundary is the straight line between boundary monuments. To locate the international boundary, the Contractor must find the **701** boundary monuments along that section. The GPS coordinates combined with distances and angles between boundary monuments will be supplied to the Contractor to facilitate the finding of the monuments. If a boundary monument cannot be found, the Contractor shall inform the Field Surveyor (or his authorized Representative) for assistance in determining the exact location of the international boundary line.

In order to be certain of the location and width of the 6.1-metres (20-foot) vista, the Contractor shall project the boundary line from boundary monument to adjacent boundary monument with a surveyor's transit or theodolite. All monuments may not be inter-visible and the ability to establish a temporary intermediate point may be required.

The Contractor shall locate the boundary monuments and mark on the ground, the boundary line and vista limits, using brightly painted stakes or bright surveyors' tape tied to a stake, at intervals not exceeding 60 metres (200 feet) in order to provide a straight vista of uniform width. These stakes will be located on both sides of the boundary markers. **The Contractor must clear between the stakes to ensure that a 6.1-metres (20-foot) sky clearance is achieved.**

Stakes shall remain in place until the Project Authority (or his authorized Representative) has carried out the final inspection. Stakes are not required if the area along the boundary is already completely clear such as along fields and roads.

#### **ZONE 2**

It is the Contractor's responsibility to find the boundary monuments of the international boundary line. The international boundary is the straight line between boundary monuments. To locate the international boundary, the Contractor must find the **1017** boundary monuments along that section. The GPS coordinates combined with distances and angles between boundary monuments will be supplied to the Contractor to facilitate the finding of the monuments. If a boundary monument cannot be found, the Contractor shall inform the Field Surveyor (or his authorized Representative) for assistance in determining the exact location of the international boundary line.

In order to be certain of the location and width of the 6.1-metres (20-foot) vista, the Contractor shall project the boundary line from boundary monument to adjacent boundary monument with a surveyor's transit or theodolite. All monuments may not be inter-visible and the ability to establish a temporary intermediate point may be required.

The Contractor shall locate the boundary monuments and mark on the ground, the boundary line and vista limits, using brightly painted stakes or bright surveyors' tape tied to a stake, at intervals not exceeding 60 metres (200 feet) in order to provide a straight vista of uniform width. These stakes will be located on both sides of the boundary markers. **The Contractor must clear between the stakes to ensure that a 6.1-metres (20-foot) sky clearance is achieved.**

Stakes shall remain in place until the Project Authority (or his authorized Representative) has carried out the final inspection. Stakes are not required if the area along the boundary is already completely clear such as along fields and roads.

### **SW5.4 Cutting Requirements**

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



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

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

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

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

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

#### ***SW5.5 Disposal of Cut Trees***

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

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

**Special provincial or state requirements in the disposal of cut trees must be followed in the performance of the work. The Contractor shall attempt at all times to avoid having trees or branches falling into or across any roads, trails, fields, ditches, streams or stream beds or other bodies of water. Such debris is to be immediately removed by the Contractor. The cut trees remain the property of the landowner. No cut tree shall be left leaning or hanging.**

#### ***SW5.6 Crew and Equipment***

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

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

#### ***SW5.7 Litters and Operating Refuse***

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

#### ***SW5.8 Protection of Boundary Monuments***

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



### **SW5.9 Preventive Clauses for the Environmental Protection**

While on site, the Contractor shall:

- Notify the International Boundary Commission representative of all departures from environmental clauses or, where applicable, the inability to comply with such a clause.
- In choosing the vehicles needed to perform the work, consider the characteristics of the environment (type of soil, waterway, wetland), the time of year and weather conditions, to mitigate environmental impacts.
- Refrain from keeping vehicle engines running unnecessarily.
- Ensure that equipment, construction machinery and vehicles used to perform work are in proper operating condition, that is, free of leaks, defects and malfunctions caused by excessive wear on certain parts, which could release contaminants into the environment.
- Consider noise-related inconveniences and seek to reduce the level of noise. Comply with current environmental noise standards and regulations. Where possible, especially noisy work must be done during normal working hours.
- Ensure that the work areas used are kept clean at all times, by recovering waste, materials, fuels or other substances, and by disposing of them at authorized sites.
- Take all necessary steps to prevent, control and eliminate all forms of contamination or other damage to the environment, in accordance with existing regulations. Have the necessary emergency equipment on hand in case of accidental spills. The contractor is responsible for all damage to the environment resulting from the work done.
- In the event of an accidental spill, regardless of the volume of product spilled, immediately inform the representative of the Commission. Be sure to notify the responsible department and all other government authorities concerned. Contain the spill and confine the product spilled, using appropriate emergency equipment.
- Avoid handling oil or fuel, and filling construction or other machinery less than 50 metres from a waterway or well, unless the quantities of petroleum products concerned are less than 10 litres.
- Store petroleum products at a distance of at least 100 metres from any waterway.
- Refrain from leaving any cut trees or brush in waterways.
- Pile cut saplings and other wood debris above the high water mark.
- Preferably cross over existing bridges and culverts. If there is no existing bridge or culvert, where possible, use only one site for crossing a fordable stream.
- Cross at right angles on solid ground. Prefer locations where banks are the most stable and the waterway is narrow. Place stop logs at the approaches if necessary. Avoid over-compacting banks, since this may result in destabilization

## **SW6 Reporting to the Project Authority**

### **SW6.1 Changes to the Preliminary Plan / Physical Location of Contractor**

It is important that the Project Authority know the location of the Contractor at all times for purposes of inspection, possible border patrol checks, etc. Therefore, any significant change to the Contractor's initial Preliminary Plan estimates for



commencement and completion which would take the Contractor into a location different from that stated in the initial Preliminary Plan must be reported to the Project Authority immediately upon Contractor knowledge of the change. In addition, the Contractor must report to the Project Authority to advise of any changes and to report on the progression of the clearing.

### **SW7 Contractor Responsibility Relating to the Work**

It is the responsibility of the Contractor to ensure familiarity with the terrain and growth conditions along the segment of the boundary to be cleared, stated in Article 4.1, above "Locations of the Areas to be Cleared" and to complete the work within the time period (currently estimated as May 29<sup>th</sup>, 2017 to August 25<sup>th</sup>, 2017) and price, as will be stated in the Contract. Unless otherwise agreed in writing with the Commission's Project Authority, work shall commence east and continue west.

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

### **SW8 Maps and Survey Data**

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

### **SW9 Subcontracts**

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

### **SW10 Tenders**

The Contractors shall submit these relevant documents:

- a) A statement of facts as to previous experience in performing similar work: letters stating the locations or customers concerned or letter of reference from previous customer.
- b) A preliminary plan of working methods and a complete list of equipment and/or material that will be used for the work.
- c) The name, title and qualifications of the Supervisor who will be onsite in charge of work with full power to bind the Company.
- d) A preliminary estimate of labour force to be employed for the work broken down as to job classification.

### **SW11 Background Check for Field Crew**

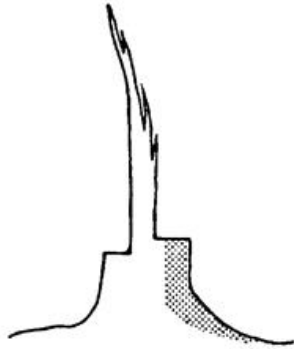
The successful bidder shall also furnish a full list of personnel to be employed on the project (with birth dates), for a background check. Work shall not proceed on the project until a clearance has been obtained for the entire crew from authorities in both countries.

### **SW12 Certification of Invoices**

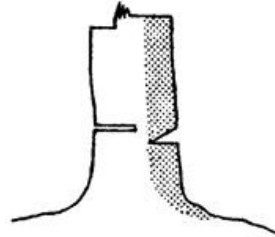
All invoices shall be certified by the Project Authority prior to submission to the International Boundary Commission for payment. Once the invoices have been certified by the Project Authority, the Contractor will submit their invoice as per the invoicing instructions contained herein.



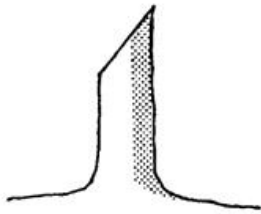
## ANNEX "A1" – UNACCEPTABLE STUMP PROFILES



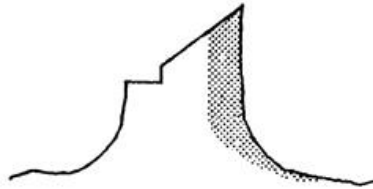
a) Barberchaired



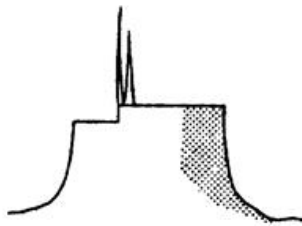
b) Block Left



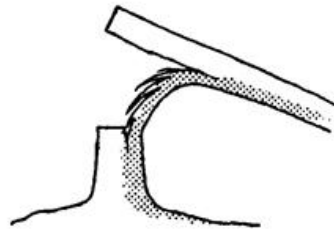
c) Cut Off At Angle



d) Angled Backcut



e) Pulled Fibres



f) Incompletely Cut



## ANNEX “B” – BASIS OF PAYMENT

### 1. LIMITATION OF EXPENDITURE

The Bidders are to provide their cost breakdown as follows:

#### 1.1 Professional Fees

Total Amount of the Clearing Services for the Southwest Line of Quebec/Maine: \$ \_\_\_\_\_/lot



## ANNEX “C” – INSURANCE REQUIREMENTS

### Commercial General Liability

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
  - a. **Additional Insured:** Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
  - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
  - c. **Products and Completed Operations:** Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
  - d. **Personal Injury:** While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
  - e. **Cross Liability/Separation of Insureds:** Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
  - f. **Blanket Contractual Liability:** The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
  - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
  - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
  - i. **Broad Form Property Damage including Completed Operations:** Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
  - j. **Notice of Cancellation:** The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
  - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
  - l. **Non-Owned Automobile Liability** - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.



- m. **Sudden and Accidental Pollution Liability** (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
- n. **Litigation Rights:** Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

**For the province of Quebec, send to:**

*Director Business Law Directorate,  
Quebec Regional Office (Ottawa),  
Department of Justice,  
284 Wellington Street, Room SAT-6042,  
Ottawa, Ontario, K1A 0H8*

**For other provinces and territories, send to:**

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

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