



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

Bid Receiving/Réception des soumissions

Procurement Hub | Centre d'approvisionnement  
Fisheries and Oceans Canada | Pêches et Océans Canada  
301 Bishop Drive | 301 promenade Bishop  
Fredericton, NB E3C 2M6

Email - courriel: [DFOtenders-soumissionsMPO@dfo-mpo.gc.ca](mailto:DFOtenders-soumissionsMPO@dfo-mpo.gc.ca)

**REQUEST FOR PROPOSAL**

**DEMANDE DE PROPOSITION**

Proposal to: Fisheries and Oceans 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 and services listed herein and on any attached sheets at the price(s) set out therefor.

Proposition aux : Pêches et Océans 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 appendices ci-jointes, les biens et les services énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments: - Commentaries :



<b>Title – Sujet</b> Pruning specifications for the Valleyfield East, Valleyfield Bridge and Saint-Louis ranges		<b>Date</b> September 21, 2018
<b>Solicitation No. – N° de l'invitation</b> F5211-180308		
<b>Client Reference No. - No. de référence du client</b> F3051-180021		
<b>Solicitation Closes – L'invitation prend fin</b> <b>At / à :</b> 2:00PM ADT(Atlantic Daylight Time)  <b>On / le :</b> October 9, 2018		
<b>F.O.B. – F.A.B</b> Destination	<b>GST – TPS</b> See herein — Voir ci-inclus	<b>Duty – Droits</b> See herein — Voir ci-inclus
<b>Destination of Goods and Services – Destinations des biens et services</b> See herein — Voir ci-inclus		
<b>Instructions</b> See herein — Voir ci-inclus		
<b>Address Inquiries to – Adresser toute demande de renseignements à</b> Nancy Paquette <b>Email – courriel:</b> <a href="mailto:DFOtenders-soumissionsMPO@dfo-mpo.gc.ca">DFOtenders-soumissionsMPO@dfo-mpo.gc.ca</a>		
<b>Delivery Required – Livraison exigée</b> See herein — Voir ci-inclus	<b>Delivery Offered – Livraison proposée</b>	
<b>Vendor Name, Address and Representative – Nom du vendeur, adresse et représentant du fournisseur/de l'entrepreneur:</b>		
<b>Telephone No. – No. de téléphone</b>	<b>Facsimile No. – No. de télécopieur</b>	
<b>Name and title of person authorized to sign on behalf of Vendor (type or print) – Nom et titre de la personne autorisée à signer au nom du fournisseur (taper ou écrire en caractères d'imprimerie)</b>		
<b>Signature</b>	<b>Date</b>	



**TABLE OF CONTENTS**

**TABLE OF CONTENTS ..... 2**

**PART 1 - GENERAL INFORMATION ..... 3**

1.1 SECURITY REQUIREMENTS ..... 3

1.2 STATEMENT OF WORK..... 3

1.3 DEBRIEFINGS ..... 3

1.4 **PROCUREMENT OMBUDSMAN** ..... 3

**PART 2 - BIDDER INSTRUCTIONS ..... 4**

2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS ..... 4

2.2 SUBMISSION OF BIDS..... 4

2.3 ENQUIRIES - BID SOLICITATION..... 4

2.4 APPLICABLE LAWS..... 4

2.5 **MANDATORY SITE VISIT** ..... 5

**PART 3 - BID PREPARATION INSTRUCTIONS..... 6**

3.1 BID PREPARATION INSTRUCTIONS ..... 6

**PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION ..... 7**

4.1 EVALUATION PROCEDURES..... 7

4.2 BASIS OF SELECTION..... 7

**PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION ..... 8**

5.1 CERTIFICATIONS REQUIRED WITH THE BID ..... 8

5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION ..... 12

**PART 6 - RESULTING CONTRACT CLAUSES ..... 13**

6.1 SECURITY REQUIREMENTS ..... 13

6.2 STATEMENT OF WORK..... 13

6.3 STANDARD CLAUSES AND CONDITIONS ..... 13

6.4 TERM OF CONTRACT ..... 13

6.5 AUTHORITIES ..... 13

6.6 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS ..... 15

6.7 PAYMENT ..... 15

6.8 INVOICING INSTRUCTIONS ..... 16

6.9 CERTIFICATIONS AND ADDITIONAL INFORMATION..... 17

6.10 APPLICABLE LAWS..... 17

6.11 PRIORITY OF DOCUMENTS ..... 17

6.12 PROCUREMENT OMBUDSMAN ..... 17

6.13 INSURANCE – SPECIFIC REQUIREMENTS G1001C ..... 17

**ANNEX "A" STATEMENT OF WORK ..... 19**

**ANNEX "B" BASIS OF PAYMENT ..... 25**

**ANNEX "C" INSURANCE CONDITIONS ..... 26**



## **PART 1 - GENERAL INFORMATION**

### **1.1 Security Requirements**

There is no security requirement associated with this bid solicitation

### **1.2 Statement of Work**

The Work to be performed is detailed under Annex A of the resulting contract clauses.

### **1.3 Debriefings**

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

### **1.4 Procurement Ombudsman**

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent avenue for suppliers to raise complaints regarding the award of contracts under \$25,000 for goods and under \$100,000 for services. You have the option of raising issues or concerns regarding the solicitation, or the award resulting from it, with the OPO by contacting them by telephone at 1-866-734-5169 or by e-mail at [opo-boa@opo-boa.gc.ca](mailto:opo-boa@opo-boa.gc.ca). You can also obtain more information on the OPO services available to you at their website at [www.opo-boa.gc.ca](http://www.opo-boa.gc.ca).



## **PART 2 - BIDDER INSTRUCTIONS**

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

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

Revision to Departmental Name: As this solicitation is issued by Fisheries and Oceans Canada (DFO), any reference to Public Works and Government Services Canada or PWGSC or its Minister contained in any term, condition or clause of this solicitation, including any individual SACC clauses incorporated by reference, will be interpreted as reference to DFO or its Minister.

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](#) (2018-05-22) 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: 120 days

### **2.2 Submission of Bids**

Bids must be submitted only to Fisheries and Oceans Canada (DFO) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

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

### **2.3 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.

### **2.4 Applicable Laws**

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

## **2.5 Mandatory Site Visit**

It is mandatory for the bidder or a representative of the latter to visit the place where the work will be carried out. Arrangements were made for the site visit.

The gathering place will be at the **Saint-Louis-de-Gonzague Church, 161 Principale Street, Saint-Louis-de-Gonzague, QC J0S 1T0 on September 27, 2018. Departure for the site visit will be at 10:00 AM local time.**

Transportation to the site will be by snowmobile on a 5-kilometer distance. Contractors will need snowshoes for the tour as well as a helmet for snowmobile transportation.

We will provide transportation for one representative per company. If contractors want to be more than one person for the visit, they must bring their own snowmobile for transportation.

**Bidders must contact the Contracting Authority no later than 10:00 AM Atlantic Time on September 25 to confirm their attendance and provide the name of the person (s) who will be attending the visit.**

It is a requirement for all persons wishing to submit a bid on this project, attend this meeting at the site to familiarize themselves fully with the scope of work and the tendering requirements. The Bidder's representative must sign an attendance list and attend the **entire site visit**, to have their bid submission considered responsive.

No further appointments will be granted to bidders who do not participate in the compulsory site visit or who do not send a representative and their tender will be declared non-responsive. Any clarifications or changes to the bid solicitation following the site visit will be included in the bid solicitation as an amendment.



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

### **3.1 Bid Preparation Instructions**

Canada requests that bidders provide their bid in separately bound/saved sections as follows:

**Section I: Technical Bid** (one (1) paper copy or one (1) soft copy in **PDF** format sent by email)

**Section II: Financial Bid** (one (1) paper copy or one (1) soft copy in **PDF** format sent by email)

**Section III: Certifications** (one (1) paper copy or one (1) soft copy in **PDF** format sent by email)

**The maximum size per email (including attachments) is limited to 10MB. If the limit is exceeded, your email might not be received by DFO. It is suggested that you compress the email size or send multiple emails to ensure delivery. Bidders are responsible to send their proposal and to allow enough time for DFO to receive the proposal by the closing period indicated in the RFP.**

**For bids transmitted by email, DFO will not be responsible for any failure attributable to the transmission or receipt of the email bid. DFO will send a confirmation email to the Bidders when the submission is received.**

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft 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 hard copy 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](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). 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.

#### **Section III: Certifications**

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



**PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

**4.1 Evaluation Procedures**

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

**4.1.1 Technical Evaluation**

**4.1.1.1 Mandatory Technical Criteria**

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

Any bid that does not meet the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion should be treated separately.

Bidders must include the table below in their bid indicating where information can be found in their bid.

No.	Mandatory Criteria	Meets the Criteria YES or NO	Bid page no.
M-1	The Bidder <b>must</b> include the mechanical inspection sheets for all vehicles and machinery that will have access the sites.  These sheets <b>must</b> be produced by a qualified mechanical inspector and date from less than 12 months for all vehicles and machinery. The sheets must demonstrate that the vehicles and machinery have no major defects.		
M-2	The Bidder <b>must</b> demonstrate that it is qualified to perform the pruning work (member of a recognized pruning or arboriculture association [SIAQ, ASCA]; recognized professional, college or university training in arboriculture and/or forestry). Provide a copy of the diploma or certificate.		
M-3	The Bidder <b>must</b> provide the name of the individuals it intends to allocate to perform the tasks.		
M-4	The Bidder <b>must</b> provide the name of a person it intends to allocate to perform the tasks requiring a valid first aid certificate. The Bidder must also provide a copy of the valid certificate.		
M-5	The Contractor <b>must</b> provide proof that its staff are insured when submitting its bid (liability insurance).		

**4.1.2 Financial Evaluation**

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

**4.2 Basis of Selection**

A 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. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

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

### **5.1 Certifications Required with the Bid**

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

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

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

#### **5.1.2 Additional Certifications Required with the Bid**

##### **5.1.2.1 Worker's Compensation - Letter of Attestation**

The Bidder must have an account in good standing with the Workers' Compensation Board of the province or territory concerned.

The Bidder must provide a certificate or letter issued by the Workers' Compensation Board certifying that their account is in good standing. Failure to respond to the request may result in the bid being declared non-responsive.

##### **5.1.2.2 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 FPS, 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,

"fee abatement formula" means the formula applied in the determination of the maximum fee payable during the one-year fee abatement period when the successful bidder is a former public servant in receipt of a pension paid under the [\*Public Service Superannuation Act\*](#).





"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 FPS 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](#).

A contract awarded to a FPS who has been retired for less than one year and who is in receipt of a pension as defined above is subject to the fee abatement formula, as required by Treasury Board Policy.



### **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.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name of Signatory

#### **5.1.2.3 Status and Availability of Resources**

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

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



**5.1.2.4 Contractor's Representative**

The Contractor's Representative for the Contract is:

Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Telephone: \_\_\_\_\_  
 Facsimile: \_\_\_\_\_  
 E-mail: \_\_\_\_\_

**5.1.2.5 Supplementary Contractor Information**

Pursuant to paragraph 221 (1)(d) of the Income Tax Act, payments made by departments and agencies under applicable services contracts (including contracts involving a mix of goods and services) must be reported on a T4-A supplementary slip.

To enable the Department of Fisheries and Oceans to comply with this requirement, the Contractor hereby agrees to provide the following information which it certifies to be correct, complete, and fully discloses the identification of this Contractor:

- a) The legal name of the entity or individual, as applicable (the name associated with the Social Insurance Number (SIN) or Business Number (BN), as well as the address and the postal code:  
 \_\_\_\_\_
- b) The status of the contractor (individual, unincorporated business, corporation or partnership:  
 \_\_\_\_\_
- c) For individuals and unincorporated businesses, the contractor's SIN and, if applicable, the BN, or if applicable, the Goods and Services Tax (GST)/Harmonized Sales Tax (HST) number:  
 \_\_\_\_\_
- d) For corporations, the BN, or if this is not available, the GST/HST number. If there is no BN or GST/HST number, the T2 Corporation Tax number must be shown:  
 \_\_\_\_\_

**The following certification signed by the contractor or an authorized officer:**

"I certify that I have examined the information provided above and that it is correct and complete"

\_\_\_\_\_  
 Signature  
 \_\_\_\_\_  
 Print Name of Signatory



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

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

### **5.2.1 Integrity Provisions – Required Documentation**

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the Ineligibility and Suspension Policy (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), 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 (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

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



## **PART 6 - RESULTING CONTRACT CLAUSES**

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

### **6.1 Security Requirements**

**6.1.1** There is no security requirement applicable to the Contract.

### **6.2 Statement of Work**

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

### **6.3 Standard Clauses and Conditions**

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

Departmental Name Change: Since this contract is initiated by Fisheries and Oceans Canada (DFO), any reference to Public Works and Government Services Canada or PWGSC or its Minister in the clauses and conditions, including those from SACC, must be interpreted, as actually referring to DFO or its minister.

#### **6.3.1 General Conditions**

[2010C](#) (2018-06-21), 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 work must be completed between the period of January 2, 2019 and **March 1, 2019**.  
The period of validity of the contract is from January 2, 2019 to March 31, 2019.

### **6.5 Authorities**

#### **6.5.1 Contracting Authority**

Name: Nancy Paquette  
Title: Contracting Officer  
Department: Fisheries and Oceans Canada  
Directorate: Material and Procurement Services  
Address: 301 Bishop Drive, Fredericton, NB, E3C 2M6  
E-mail address: [DFOtenders-soumissionsMPO@dfo-mpo.gc.ca](mailto:DFOtenders-soumissionsMPO@dfo-mpo.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: *(to be provided upon contract award)*

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

### 6.5.3 Contractor's Representative *(to be provided upon contract award)*

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

6.7.1.1 In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm price, as specified in Annex B for a cost of \$ \_\_\_\_\_ *(insert the amount at contract award)*. 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

6.7.1.2 All prices and amounts of money in the Contract are exclusive of the Goods and Services Tax (GST) or Harmonized Sales Tax (HST), whichever is applicable, unless otherwise indicated. GST or HST, to the extent applicable, will be incorporated into all invoices and progress claims for goods supplied or work performed and will be paid by Her Majesty. The Contractor agrees to remit to Canada Revenue Agency any GST or HST paid or due.

6.7.1.3 Any payment by Her Majesty under this contract is subject to there being an appropriation for the fiscal year in which the payment is to be made.

#### 6.7.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ \_\_\_\_\_. 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.

### 6.7.3 Single Payment

Canada will pay the Contractor upon completion and delivery of units in accordance with the payment provisions of the Contract if:

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

### 6.8 Invoicing Instructions

6.8.1 Payments will be made provided that:

6.8.1.1 The invoice(s) must be emailed to DFO Accounts Payable, at the email address indicated below:

Email: [DFO.invoicing-MPO.facturation@canada.ca](mailto:DFO.invoicing-MPO.facturation@canada.ca)

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices must not be submitted until all the work identified on the invoice has been completed.

The original must be sent to the address above for certification and payment and a copy must be sent to the AP coder: **(to be filled in at contract award)**





## **6.9 Certifications and Additional Information**

### **6.9.1 Compliance**

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

### **6.10 Applicable Laws**

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

### **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 (2018-06-21)
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment:Annex C, Insurance;
- (e) Annex C, Insurance;
- (f) the Contractor's bid dated \_\_\_\_\_ (*insert date of bid*)

### **6.12 Procurement Ombudsman**

6.12.1 The Contractor confirms that it has read the Code of Conduct for Procurement and agrees to be bound by its terms.

6.12.2 The office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent avenue for suppliers to raise complaints regarding the award of contracts under \$25,000.00 for Goods and under \$100,000.00 for Services. You have the option of raising issues or concerns regarding the solicitation, or the award resulting from it,. With the OPO by contacting them by telephone at 1-866-734-5169 or by e-mail at [opo-boa@opo-boa.gc.ca](mailto:opo-boa@opo-boa.gc.ca). You can also obtain more information on OPO services available to you on their website at [www.opo-boa.gc.ca](http://www.opo-boa.gc.ca).

6.12.3 For further information, the Contractor may refer to the following PWGSC site:

<http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html>

### **6.13 Insurance – Specific Requirements G1001C**

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.



## ANNEX "A" STATEMENT OF WORK

Pruning for the Valleyfield East, Valleyfield Bridge and Saint-Louis ranges  
L.L. 61, 62, 59, 60, 51, 52.

### **PURPOSE OF THE WORK**

The purpose of this work is to clear the visibility corridor and to improve marine safety in this area (Beauharnois Canal).

Fell (30 cm from the ground) and prune the tops of trees in the non-obstruction easement corridor to improve visibility of the ranges listed above (see plans CE00020-00021-A101-CL and CE00024-25-26-27-A101-CL). These trees include different species and different sizes. They must be felled and/or their branches must be pruned as shown on the plan. The wood and residue must be removed from the site immediately after the work and then enhanced. No residue can be left on site. The trees are located on two plots of land, one belonging to Hydro-Québec and the other belonging to the St. Lawrence Seaway Management Corporation.

Alignements Valleyfield est et Pont de Valleyfield -- Valleyfield Range East and Valleyfield Bridge





Alignement Saint Louis – Saint Louis Range



**CONTRACTOR RESPONSIBILITIES**

The Contractor must contact the Coast Guard contact person five days before beginning the work and wait for confirmation from the Coast Guard contact person before beginning work.

The Contractor shall perform the work in accordance with the requirements of these specifications, based on good practices, and use the appropriate equipment and ensure that they hold all the permits to perform the work.

The Contractor must be accessible at all times during working hours.

The Contractor must not interfere with the proper functioning of aids to navigation, i.e. obstructing the light. If they are unable to respect this rule, they must provide justification and immediately alert the Canadian Coast Guard representative to this effect. The CCG representative shall make sure to take the necessary provisions to ensure safe navigation.

The Contractor shall be responsible for repairing any breakages caused by its activities to the property of others and of the Department, and for covering the costs thereof, such as: access roads, fences, culverts, private land, building, shed, etc.

The Contractor shall perform the work while protecting the environment, based on applicable environmental standards, and in compliance with the mitigation measures described in Annex A-1.

During the entire work period, on a daily basis, the Contractor shall communicate with the Canadian Coast Guard representative to provide a short-term plan of the upcoming work.



### **CANADIAN COAST GUARD SUPPORT**

The Canadian Coast Guard shall not supply any of the materials, labour or equipment for the pruning work of the visibility corridor.

The Canadian Coast Guard reserves the right to alter the order of the work and priorities, to meet operational needs.

### **THE SCOPE OF THE WORK INCLUDES**

Pruning and felling the trees situated in the visibility corridor of the three ranges as shown on the two plans. The Contractor is responsible for removing all wood residue from the site and enhancing it.

The Contractor is responsible for clearing a path through the snow on the cycling path to access the site and remove residue.

The Contractor is responsible for performing the work in compliance with the mitigation measures described in Annex A-1.

**The work can commence as soon as the Contractor selected receives authorization from DFO after January 2<sup>nd</sup> 2019, and the work is to be completed no later than March 1, 2019.**

**The final plan showing the work shall be given to the contractors during the visit and will show the location of the trees to be pruned and felled.**

If power equipment must be used on the terrain, ensure that it includes a system to prevent liquid spills (hydraulic oils, fuel, engine oil, etc.). A tarp could be installed under the equipment. A mechanical inspection sheet of all vehicles and machinery that will be used must be included with the bid submission.

The Contractor must comply with occupational health and safety regulations.

### **BEYOND THE SCOPE OF THE WORK IDENTIFIED ABOVE**

Personal protective equipment must meet requirements (CSA, etc.).

The Contractor shall ensure that employees under its responsibility wear the required personal protective equipment.

It is understood that you release the Canadian Coast Guard from all responsibility for any claims, costs, bodily injury and any material or environmental damage that may arise during the operations.

The Contractor shall comply with provincial/territorial regulations and industrial standards (Arboreal and Horticultural Maintenance standard published by the Bureau de normalisation du Québec)

In the event of a dispute, a process to resolve conflicts between legislative provisions, regulations and safety standards shall be implemented with the project lead.

The Contractor shall provide proof that its staff are insured when submitting its bid (liability insurance).

The Coast Guard may stop the work if the work practices used are unsafe or fail to comply with safety legislation.



The Contractor shall possess the equipment, devices, tools, machinery and personal protective equipment (gloves, noise protectors, safety helmet, goggles, safety boots, safety harness, etc.) to perform the work set out in the specifications in accordance with the mitigation measures described in ANNEX A-1.

The Contractor shall implement a full response system in the event of a danger, and keep a first aid kit on site. One individual with first aid training shall be present for the entire duration of the work. The Contractor shall submit a valid first aid certificate along with its bid.

**The use of spurs is strictly prohibited.**

#### CONTRACTOR DEFAULT

If the Contractor fails to perform the work as set out in these specifications and appendices, the Canadian Coast Guard may refuse to pay, in full or in part, for this work and will have the work performed and/or corrected, holding the Contractor responsible for covering the additional costs generated.



## **ANNEX A-1**

### **MITIGATION MEASURES**

To reduce the impact of the project on the environment, the following mitigation measures must be implemented throughout the work:

#### **Planning**

Perform the work at times when the ground is frozen.

#### **Aquatic environment**

Prohibit all machinery traffic below the high water mark to limit disturbance to the banks of bodies of water.

At the edges of aquatic environments, wetlands, and sensitive areas (steep slopes, erosion), protect the shrub strata and root systems of pruned trees to maintain bank stability.

#### **Wetland**

Minimize traffic of machinery in wetlands.

Ensure that workers are informed of the location of wetlands.

Minimize traffic off of access roads.

If work is authorized in wetlands under section 22 of the EQA, comply with the conditions of the authorization delivered.

#### **Traffic and use of machinery**

Avoid driving outside the work area and access roads. Avoid driving on slopes that are vulnerable to erosion.

Avoid driving on road shoulders and in ditches to limit erosion.

Avoid creating rills on machinery traffic routes where runoff water can cause erosion.

Adjust the load to the carrying capacity of the terrain.

Minimize heavy machinery traffic under trees to prevent senseless clearing and soil compaction.

Use clean equipment in good working order to minimize leaks and the risk of failure and spills. Keep machinery in good working order.

#### **Use of petroleum products**

If petroleum products are required on the site, store them at least 30 m away from bodies of water. Place the containers on flat, non-porous surfaces from which any spills can be recovered.

When transferring petroleum products, take precautions to reduce spill risks; refuel over flat, stable surfaces.

Recover any amounts spilled, no matter how small.



For the duration of the work, have an emergency plan in the event of a spill and have equipment on site to deal with any spills of hydrocarbons or any other noxious substances (sorbents, watertight containers, etc.).

In the event of a spill:

1. Take all required action to stop the spill.
2. Contain the spill.
3. Notify the work supervisor.

### **Tree felling and pruning**

Avoid injuring trees that do not need to be pruned.

Control the fall of felled trees to avoid injuring those that can be conserved.

Restrict work to the minimum area and branches identified.

Comply with the intervention height.

Mark limits with visible markers as needed.

Limit disruptions to the natural environment.

Avoid felling and injuring trees at the edge of the clearing.

Keep stumps a minimum of 30 cm above the ground.

Cut branches as follows:

- Avoid cutting branches too close to the trunk and avoid removing the branch collar to accelerate healing and reduce the risk of disease.
- Avoid leaving a stub (base of the branch) to avoid leaving the door open to disease.
- Avoid injuring the tree being pruned. It is recommended to use properly sharpened tools and disinfect them occasionally to avoid spreading disease from tree to tree.

### **Managing wood residue and waste**

*Remove all residue (branches and logs) from the site after felling and pruning work.*

Make sure no waste of any kind makes its way into ditches or bodies of water.

Clean up the work area as you go.

Plan to enhance wood residue.

After the work, clean up any material that may have been missed from the sites and surrounding areas.





**ANNEX "B" BASIS OF PAYMENT**

**A – All-inclusive price for the contract duration**

From January 2, 2019 to March 31, 2019	
Description	All-inclusive Price
1 Pruning for alignments Valleyfield East, Valleyfield Bridge and St. Louis L.F. 61, 62, 59, 60, 51, 52. according to Annex A - Statement of work	\$ _____
Total (Excludes applicable taxes)	\$ _____



## ANNEX "C" INSURANCE CONDITIONS

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 Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
  - 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. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
  - m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
  - n. Advertising Injury: While not limited to, the endorsement must include coverage piracy or misappropriation of ideas, or infringement of copyright, trademark, title or slogan.



- o. All Risks Tenants Legal Liability - to protect the Contractor for liabilities arising out of its occupancy of leased premises.
- p. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
- q. 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.

