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NRCan.quebec_bid_soumission-quebec_bid_soumission.RNCan@canada.ca

**Request for Proposal
(RFP)**

Proposal To: Natural Resources Canada

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

Comments – Commentaires

Issuing Office

Finance and Procurement Management
Branch
Natural Resources Canada
1055 PEPS Street
PO Box 10380
Quebec QC
G1V 4C7

Title – Sujet Forest management activities on the Valcartier, Farnham or St-Bruno territories.	
Solicitation No. – No de l'invitation NRCan-5000041452	Date October 26, 2018
Requisition Reference No. - N° de la demande 149425	
Solicitation Closes – L'invitation prend fin at – à 02:00 PM (Eastern Standard Time (EST)) on – le December 5th, 2018	
Address Enquiries to: - Adresse toutes questions à: france.bolduc@canada.ca	
Telephone No. – No de telephone 418 648-5043	Fax No. – No. de Fax
Destination – of Goods and Services: Destination – des biens et services: Autoroute de la Bravoure Courcelette Québec G0A 4Z0	
Security – Sécurité There is no security requirements associated with this requirement.	
Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur Telephone No.:- No. de téléphone: Facsimile No.:- No. de télécopieur: Email address – Adresse courriel :	
Name and Title of person authorized to sign on behalf of Vendor/Firm (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
_____ Signature	_____ Date



TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION 4

1.1 INTRODUCTION.....4

1.2 SUMMARY4

1.3 DEBRIEFINGS5

PART 2 - BIDDER INSTRUCTIONS 6

2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS6

2.2 SUBMISSION OF BIDS6

2.3 ENQUIRIES - BID SOLICITATION.....7

2.4 APPLICABLE LAWS.....7

2.5 IMPROVEMENT OF REQUIREMENT DURING SOLICITATION PERIOD7

2.6 MANDATORY SITE VISIT7

2.7 BIDDER FINANCIAL CAPABILITY8

PART 3 - BID PREPARATION INSTRUCTIONS 9

3.1 BID PREPARATION INSTRUCTIONS9

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION10

4.1 EVALUATION PROCEDURES.....10

4.2 BASIS OF SELECTION10

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION11

PART 6 - SECURITY REQUIREMENTS.....16

PART 7 - RESULTING CONTRACT CLAUSES17

7.1 STATEMENT OF WORK.....17

7.2 STANDARD CLAUSES AND CONDITIONS17

7.3 DISPUTE RESOLUTION.....17

7.4 SECURITY REQUIREMENTS18

7.5 TERM OF CONTRACT18

7.6 AUTHORITIES19

7.7 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS19

7.8 PAYMENT20

7.9 CERTIFICATIONS21

7.10 APPLICABLE LAWS.....21

7.11 PRIORITY OF DOCUMENTS21

7.12 FOREIGN NATIONALS (CANADIAN CONTRACTOR OR FOREIGN CONTRACTOR).....21

7.13 INSURANCE21

7.14 CONTRACT ADMINISTRATION22

ANNEX A - STATEMENT OF WORK23

ANNEX B - TECHNICAL SPECIFICATION.....29

ANNEX C - INSURANCE REQUIREMENTS30

APPENDIX 1 - EVALUATION CRITERIA33

APPENDIX 2 – FINANCIAL PROPOSAL FORM39



The Articles contains in this document are mandatory in their entirety, unless otherwise indicated. Acceptance of these Articles, in their entirety, as they appear in this document, is a Mandatory requirement of this RFP. Suppliers submitting a proposal containing statements implying that their proposal is conditional on modification of these clauses or containing terms and conditions that purport to supersede these clauses or derogate from them will be considered non-responsive.

Bidders with concerns regarding the provisions of the Bid Solicitation document (including the Resulting Contract Clauses) should raise such concerns in accordance with the Enquiries provision of this RFP.



PART 1 - GENERAL INFORMATION

1.1 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 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 the Statement of Work, the Technical Specifications and the Insurance Requirements.

The Appendixes include the Evaluation Criteria and the Financial Proposal Form (Tender form A & B).

1.2 Summary

By means of the RFP, Natural Resources Canada (NRCan) through the Canadian Forest Service - Laurentian Forestry Centre (CFS-LFC) is seeking proposals from bidders for to implement Valcartier Base (Va Base) and Farnham Base (Fa Base)'s integrated forest resource management plan. Since 1994, a variety of forest management and related activities have been completed.

In order to fulfill this mandate, NRCan must carry out various forest management and related activities, including timber harvesting, silvicultural treatments, forest road work and other types of forest work. This contract is based on the principle of exchange of services. The Contractor will be required to harvest a volume of timber (m³) for which stumpage dues (\$/m³) will be paid to NRCan by the Contractor. The resulting funds or credits (\$) derived from stumpage dues are then reinvested in part or in total, at the discretion of NRCan, by carrying out various types of "forest management activities and other work" on the Valcartier, Farnham or St-Bruno territories.

The term of the contract will be twelve (12) months from the date it will be awarded with options to extend the term for up to three (3) additional twelve (12) month periods. The last option year may however exceed the 12-month period.

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP) and the Canadian Free Trade Agreement (CFTA).

There will be a MANDATORY VISIT on site.



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.



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.

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 (2018-06-21) 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 3) Delete:** Public Works and Government Services Canada” and **Insert:** “Natural Resources Canada.” **Delete:** “PWGSC” and **Insert:** “NRCan”
- **Section 2: Delete:** “Suppliers are required to” and **Insert:** “It is suggested that suppliers”
- **Subsection 1 of Section 8:** Delete entirely
- **Under Subsection 2 of Section 20:** Not applicable

2.2 Submission of Bids

It is the Offers responsibility to ensure that proposals are sent to the following e-mail address, by the time and date indicated on page 1 of the Request for Standing Offers.

NRCan.quebec_bid_soumission-quebec_bid_soumission.RNCan@canada.ca

IMPORTANT

It is requested that you write the following information in “Subject” of the e-mail:

**NRCan-5000041452 – Forest management activities on the Valcartier,
Farnham or St-Bruno territories.**

- The address above is reserved for the submission of your proposal. No other communication should be sent to that address.

Due to the nature of the offer solicitation, offers transmitted by mail or facsimile to NRCan will not be accepted.

NRCan will not assume responsibility for proposals directed to any other location.

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



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 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 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 seven (7) days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

2.6 Mandatory Site Visit

It is recommended that the Bidder or a representative of the Bidder visit the work site.

Arrangements have been made for the site visit to be held on **November 9, 2018 at 8:30**

*Base de Valcartier
Poste de contrôle des champs de tir et secteurs d'entraînement
Bâtiment # 596
Défense Nationale
CP/P.O. Box 1000 Succ/Station Forces
Courcelette, Québec G0A 4Z0*

Visitors must wear protective boots and helmets for health and safety. In addition, it is recommended to bring an off-road vehicle to reach certain sectors more quickly.

Bidders are requested to communicate with the Contracting Authority no later than 48 hours to confirm attendance and provide the name(s) of the person(s) who will attend. Bidders will be required to sign an attendance sheet. Bidders should confirm in their bid that they have attended the site visit. No further appointments will be made to the bidders, and those who will not attend the mandatory site visit or do not send a representative, will be declared ineligible. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.



2.7 Bidder Financial Capability

The Bidder may be required, prior to contract award, to provide specific information on its financial and legal status, as well as its technical and financial capacity to meet the requirements set out in this RFP. Where applicable, the financial information requested would include, but is not limited to, the bidder's most recent audited financial statements, or financial statements certified by the Bidder's CFO. The Bidder will provide the information requested by NRCan in the manner prescribed by the Contracting Authority.

If the Bidder provides the requested information to the federal government in confidence, stating that this is the intention of the Bidder, then the federal government will treat the information as confidential, as required by *the Access to Information Act*.

If a proposal is deemed non-responsive because the Bidder is not deemed to have the financial capability to meet the identified requirements, NRCan will formally, notify the Bidder.



PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

Section I: Technical Offer (one (1) electronic copy)

Section II: Financial Offer (one (1) electronic copy) in a separate file

Section III: Certifications (one (1) electronic copy)

Prices should appear in the financial Offer only. No prices should be indicated in any other section of the offer.

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

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

Section I: Technical Offer

In their technical offer, Bidders should demonstrate their understanding of the requirements contained in the offer solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability in a thorough, concise and clear manner for carrying out the work.

The technical offer should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the offer will be evaluated. Simply repeating the statement contained in the offer solicitation is not sufficient. In order to facilitate the evaluation of the offer, 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 offers by identifying the specific paragraph and page number where the subject topic has already been addressed.

Section II: Financial Offer

Bidders must submit their financial offer in accordance with the Financial Proposal Form in Appendix 2. The total amount of Applicable Taxes must be shown separately.

Section III: Certifications

Bidders must submit the certifications required under and 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

Mandatory and point rated technical evaluation criteria are included in Appendix 1 – Evaluation Criteria (point 1).

4.1.2 Financial Evaluation

Mandatory and point rated financial evaluation criteria are included in Appendix 1 – Evaluation Criteria (point 2).

4.2 Basis of Selection

4.2.1 Highest Rated

1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation;
 - b. meet all mandatory technical evaluation criteria; and
 - c. obtain the required minimum of 70 points overall for the technical and financial evaluation criteria which are subject to point rating. The rating is performed on a scale of 100 points.
2. Bids not meeting (a) or (b) or (c) will be declared non responsive. The responsive bid with the highest number of points will be recommended for award of a contract.

Conditions required for contract award:

The Bidder ranked first (1st) and recommended for contract award must:

- 1) Disclose to NRCan all its costs of operation and sales prices within five (5) calendar days following the contracting authority request. The required information will be recorded in the table entitled "Contractual information" which will be provided.



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.

5.1 Certifications Required with the Bid

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

5.1.1 Declaration of Convicted Offences

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

5.2 Certifications Precedent to Contract Award and Additional Information

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

5.2.1 Integrity Provisions – List of Names

In accordance with the [Ineligibility and Suspension Policy \(http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html\)](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

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](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from [Employment and Social Development Canada \(ESDC\) - Labour's](#) website.

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.

5.2.3 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.



5.2.4 Education and Experience

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

5.2.5 Former Public Servant

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

Definitions

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

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

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

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

Former Public Servant in Receipt of a Pension

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

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



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

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

Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

- a. name of former public servant; _____
- b. conditions of the lump sum payment incentive; _____
- c. date of termination of employment; _____
- d. amount of lump sum payment; _____
- e. rate of pay on which lump sum payment is based; _____
- f. period of lump sum payment including:
 - start date _____
 - end date _____
 - and number of weeks _____
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

Professional fees	Amount
_____	_____
_____	_____

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.

5.2.6 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.



PART 6 - SECURITY REQUIREMENTS

6.1 Security Requirements

There is no security requirements associated with this requirement.



PART 7 - RESULTING CONTRACT CLAUSES

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

7.1 Statement of Work

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

7.2 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](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.

7.2.1 General Conditions

[2035](#) (2018-06-21), 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).

7.3 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.

7.4 Security Requirements

7.4.1 There is no security requirement applicable to this Contract.

7.5 Term of Contract

7.5.1 Period of the Contract

The period of the Contract is from date of Contract to _____ inclusive (*fill in end date of the period*).

7.5.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to three (3) additional one (1) year period under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least thirty (30) calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

7.5.3 Guarantees

The Contractor's financial institution must provide NRCan with a letter of financial guarantee covering part or all of the balance of the exclusive bank account for the project into which the credits are to be deposited. The amount required for this guarantee will be confirmed by the NRCan representative at the appropriate time. The Contractor must assume all costs associated with obtaining the guarantee and renewing it every year if NRCan chooses to exercise the contract options. NRCan will assume the costs of renewing the guarantee if withdrawals are required to cover Category B work costs. When the financial guarantee is established or amended, it must be issued for a year period.

The Contractor must, within 14 calendar days after the date of contract award, provide to the Contracting Authority the letter of financial guarantee. If Canada does not receive the performance bond within the specified period, Canada may terminate the Contract for default pursuant to the default provision of the Contract.

7.5.4 Performance Bond

In order to ensure that funds will be available to complete the Work in accordance with the conditions of the Contract, the Contractor must, within 14 calendar days after the date of contract award, provide to the Contracting Authority a duly executed performance bond form (See Appendix 1). The performance bond must be **\$40,000.00** minimum and must be accepted as security by one of the bonding companies listed in [Treasury Board Contracting Policy, Appendix L](#), Acceptable Bonding Companies. The bond must stay valid during the contract period and be renewed if NRCan wishes to exercise the option years. The contractor shall assume all the cost associated with the establishment and renewal.

If Canada does not receive the performance bond within the specified period, Canada may terminate the Contract for default pursuant to the default provision of the Contract.



7.6 Authorities

7.6.1 Contracting Authority

The Contracting Authority for the Contract is:

France Bolduc
Procurement Specialist
Natural Resources Canada
1055 P.E.P.S, PO Box 10380
Quebec, QC G1V 4C7
418 648-5043
france.bolduc@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.

7.6.2 Project Authority *(to be provided at contract award)*

The Project Authority for the Contract is:

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

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

7.6.3 Contractor's Representative *(to be provided at contract award)*

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

7.7 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.



7.8 Payment

The contract is based on a principle of barter service with no monetary value determined.

Funding of work

For Category A work involving wood salvaging and for which 40% or less of the land area is salvaged (selection cutting and commercial thinning), NRCan will pay to the Contractor \$125 per hectare if the work complies with the silvicultural prescription.

The cost of Category B work in the above list will be covered by the credits generated by timber harvesting (Category A work). The payment for Category B work and for the worksite material required during winter 2018-2019 will only be billable upon handing in the first report of stumpage dues. At NRCan's discretion, all or part of these credits may be used to undertake Category B work. Unused balances, if any, shall be returned to NRCan by the Contractor. The Contractor must expect that a maximum of 10% of the credits paid will be used for the execution of Category B work at Grn Fa and/or the St-Bruno Range.

- a) All category B work carried out using equipment or supplies listed in Part B of the tender form shall be billable at the rates set out in said form.
- b) All other types of category B work for which execution rates per unit or execution costs are not specified in Part B of the tender form shall be billable at the supplier's rate plus the fixed percentage for fees set out in Part B of the tender form.
- c) Note that NRCan will not reimburse travel expenses that the teams must incur to access the various forest sites. NRCan deems that the use of all-terrain vehicles (ATVs) or other equipment facilitating the transport of the Contractor's workers or equipment is an integral part of the work described in part B of the tender form.

Monitoring of revenue, use of forestry credits, and terms of payment

Forestry credits (tracking revenue from timber sales): A stumpage dues report shall be presented monthly, the final report to be submitted no later than one month following the completion of all timber harvesting. The report shall be submitted electronically (Excel file). NRCan shall provide the Contractor with specifics as to required information and format (calculation method, presentation). The Contractor shall comply with these requirements. A copy of the timber sales notes (documents issued by the plant specifying measurements and sale price) shall be submitted to NRCan along with each monthly stumpage dues report. These documents must correspond with the log sheets tracking logging traffic exiting the forest.

Once the stumpage dues report has been approved, the NRCan representative and the Contractor shall co-sign the report tracking forestry credits. This report shall show the total forestry credits declared for that period and the remaining unused forestry credits yet to be used by NRCan.

Use of forestry credits: When undertaking category B work projects at the request of NRCan, the Contractor shall prepare a detailed invoice of billable work, attaching supporting documents. All work billed to NRCan shall be subject to on-site approval by the NRCan representative on a daily basis. Expenses that have not been approved by NRCan shall not be billable. Once an invoice has received written approval, the NRCan representative and the Contractor shall co-sign the report tracking unused forestry credits.

Marketing of wood produced by NRCan



For certain types of Category B work, it is possible that the Contractor will be asked to cut a certain volume of timber on an hourly basis. DND may also produce a certain quantity of wood during military exercises. All of the timber that is cut belongs to NRCan, and it will be incumbent on the Contractor to market the wood in order to maximize revenues in accordance with the agreements that it negotiates for Category A work and the transport rates that it reports on an annual basis. The marketing costs that the Contractor incurs to sell this fibre (\$/m³) must be indicated in part B of the tender form. The revenues generated by the sale of the timber shall be added to the balance of unused forestry credits.

7.9 Certifications

7.9.1 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.

7.10 Applicable Laws

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

7.11 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 [2035](#) (2018-06-21), General Conditions - Higher Complexity - Services;
- (c) Annex A, Statement of Work;
- (d) Annex B, Technical specification;
- (e) Annex C, Insurance Requirements;
- (f) the Contractor's bid dated _____, (*insert date of bid*) (*If the bid was clarified or amended, insert at the time of contract award.*), as clarified on _____ " **or** ", as amended on _____ " *and insert date(s) of clarification(s) or amendment(s)*).

7.12 Foreign Nationals (Canadian Contractor **OR** Foreign Contractor)

SACC Manual clause [A2000C](#) _____ (*insert date*) Foreign Nationals (Canadian Contractor)

OR

SACC Manual clause [A2001C](#) _____ (*insert date*) Foreign Nationals (Foreign Contractor)

7.13 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 five (5) 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.

7.14 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.



ANNEX A - STATEMENT OF WORK

DEFINITIONS

Stumpage dues (unit: \$/m³ solid): Fees or royalties payable for a given unit to cut and remove timber in a forest area.

Credits (unit: \$): Procedure whereby one person or company makes a sum of money available to another (in this case, NRCan or National Defence). Credits are calculated by multiplying the stumpage dues for each product (\$/m³) by the volume of timber (m³) sold. The amount constitutes revenue for NRCan.

Unit rate (unit varies: \$/hr, \$/km, \$/ha, etc.): An amount paid per type of work, machinery or labour for a given unit (h, km, ha, etc.).

Work costs (unit: \$): The amount determined by multiplying the quantity of a given work unit (e.g. 5 hr, 3 ha) by a unit rate. The amount constitutes an expenditure for NRCan.

Work plan: The work plan requested consists in specifying for each work area the type and quantity of machinery to be used, number of employees, the estimated period of work and the preferred period (month of operation).

Schedule: A series of deadlines to be met (timetable, planning).

Method: A set of structured means used to attain a goal. In this case, the goal is to carry out Category A and Category B work in accordance with the request for proposals and the technical specifications.

GENERAL INFORMATION

CONTEXT

Natural Resources Canada (NRCan), through the Canadian Forest Service - Laurentian Forestry Centre (CFS-LFC), has been given a mandate by the Department of National Defence (DND) to implement Valcartier Base (Va Base) and Farnham Base (Fa Base)'s integrated forest resource management plan. Since 1994, a variety of forest management and related activities have been completed.

In order to fulfill this mandate, NRCan must carry out various forest management and related activities, including timber harvesting, silvicultural treatments, forest road work and other types of forest work. This contract is based on the principle of exchange of services. The Contractor will be required to harvest a volume of timber (m³) for which stumpage dues (\$/m³) will be paid to NRCan by the Contractor. The resulting funds or credits (\$) derived from stumpage dues are then reinvested in part or in total, at the discretion of NRCan, by carrying out various types of "forest management activities and other work" on the Valcartier, Farnham or St-Bruno territories.

SCOPE OF WORK

ELIGIBLE CONTRACTORS

Forestry contractors, forest companies, forest cooperatives, forest consortiums and forest management companies with significant experience in the various types of work described in the contract.



DETAILS OF CONTRACT

From December 10th, 2018, to February 15th, 2019, the Contractor must carry out Category A work in accordance with the silvicultural prescriptions provided and summarized below. The stumpage dues suggested in part A of the tender form will apply to each cubic meter of harvested timber. The credits generated from timber harvesting will then be used to finance Category B work based on the rates written in part B of the tender form. The work described in the present call for tenders is related to the first part of the contract (December 10th, 2018, to February 15th, 2019, inclusively).

CATEGORY A WORK: Timber harvesting 2018–2019 (see Appendix 1 for the work location at Va Base)

	Estimated area ¹ (ha)
1. Irregular shelterwood cutting (CPIR)	24.6
2. Cutting with protection of regeneration and soils (CPRS)	37.5
3.. Selection cutting	<u>28.7</u>
Total	90.8

¹ Some portions of the sector may be treated differently. For example, with selection cutting, there may be portions of the sector where group selection cutting is carried out. If appropriate, NRCan will identify the portions. The areas to be treated are located on 0% to 40% slopes. It is the Contractor's responsibility to carry out the necessary work so that the machinery can access the various harvesting blocks. The technical specifications contain additional information in this regard.

CATEGORY B WORK ²: Management work and other

	Estimated area
1 Silvicultural work ² (plantation clearing, site preparation, reforestation, precommercial thinning, scarification)	30 ha
2 Construction and repair of roads	4,060 m
3 Vegetation control (shooting range, base boundaries)	7,000 m
4. Special projects (priorities for Va Base), e.g. vegetation control, blasting, gravel crushing, etc.	TBD

² Note: The silviculture work plan calls for approximately 15,000 trees to be planted and for precommercial thinning or plantation release to be carried out over an area of 15 ha on an annual basis. These values are merely estimates. NRCan does not guarantee the areas to be treated annually.

List of Category B work likely to be executed:

Forestry technician services, forest worker services, reforestation, plantation release, precommercial thinning, boundary maintenance, mechanical and chemical vegetation control, forest road work, blasting, forest inventory, tree marking, gravelling, scarification, levelling, excavation, mulching, stone crushing, machinery transport, timber transport, gravel transport, tree harvesting, all the silvicultural work listed in the private forest price list, culverts buy, work achieved according to the equipment or services listed in part B of the tender form.

Class B work performed prior to timber harvesting is billable to NRCan only after acceptance of the first stumpage dues report submitted by the Contractor.



DELIVERABLES

Execution of Category A and Category B work in accordance with the documents (request for proposals, technical specifications, and contract) is the primary deliverable. Sale of the harvested timber and monitoring of expenditures and revenue are directly related to execution of the work described above and are also deliverables. Category A work is mandatory and a priority. Category B work may vary from the work described in this call for tenders. NRCan reserves the right to select and determine the scope of Category B work to be carried out or any other type of allocation of credits. If necessary, technical specifications can be developed to identify the specific tasks and methods of carrying out certain related work. Those specifications and specific clauses will also have to be respected. However, all tasks requested by NRCan to be carried out will be the Contractor's responsibility, whether or not the Contractor must hire a subcontractor.

For the execution of this contract, the Contractor must disclose to NRCan all of its operating costs and selling prices. This information will be required prior to signing the contract. The required information will be entered in the "Contract Information" table.

QUALITATIVE AND QUANTITATIVE CONTROL OF VOLUMES, SALE AND WOOD TRANSPORT

Any merchantable tree that is cut down or uprooted or any portion of such a tree at least 9 cm in diameter at the small end shall be harvested and sold. The minimum length of the logs to be sold corresponds to the products specified in part A of the tender form and to 40 cm for firewood. The Contractor shall endeavour to ensure that the timber is sold periodically. During operations, no more than 20% of the annual allowable volume may be cut and not transported; if the percentage is higher, NRCan reserves the right to slow down or stop cutting. Although the Contractor is responsible for selling the timber, NRCan can negotiate with the Contractor if sales do not yield an optimum level of credits. All loads of timber must be accompanied by a timber sale ticket. The information on the sale ticket must include the following: a unique ticket identification number, the date and place of delivery, the type of product (length, species or group of species), the quantity, the source (cutting area), the name of the logging team, the name of the issuer and the name of the carrier. Timber may not leave Va Base until the truck driver puts a duly completed sale ticket in the sealed box at the Range and Training Area control post. NRCan reserves the right to prevent a truck from leaving if the destination shown on the ticket is different from the destination of the goods in the truck. The truck will be detained for as long as necessary to clarify the situation with the Contractor. If there is a second incident, NRCan may deny the trucker access to the Va Base. Timber from the clean-up of woodpile sites shall also be sold, and the Contractor shall also make a payment based on the volume and the stumpage dues applicable to the product (e.g. hardwood pulp). For certain types of transport (e.g. firewood), a measurement of the vehicle's transport capacity (number of cords) will be jointly taken by NRCan and the Contractor. A list of all trucks for all types of transport with the following information (truck make and model, licence plate, trucker's name, transport capacity) shall be provided to NRCan and kept up to date.

Unless there is a prior agreement, the transport of timber must be completed no later than two weeks after the harvesting work for a given sector has been carried out. NRCan reserves the right to request a reimbursement from the Contractor if volumes of cut timber are not sold quickly enough and are therefore no longer in merchantable condition or if the type of product is changed (e.g. lumber to pulp). If a reimbursement is requested the Contractor shall remit the difference between the credit that would have normally been received for the product and the depreciated credit that was obtained. In a case where the wood can no longer be sold because of severe degradation of the fibre, the Contractor shall, in addition to paying the initially specified stumpage dues, defray the cost of transporting the material to a waste treatment centre, the landfill costs and the costs associated with cleaning the stacking area, if applicable.



Timber scaling must be carried out by a certified timber scaler. The recommended timber scaling method for the purposes of this contract is by solid cubic metre, unless NRCan authorizes another timber scaling method beforehand. However, mass volume timber scaling is authorized when a factor is developed specifically for Va Base timber and when there is a significant number of samples. In all cases, timber scaling must comply with the standards set out in the document entitled *Manuel de mesurage des bois récoltés sur les terres du domaine de l'État – Volet Méthodes et instructions techniques* ("Handbook for the scaling of timber harvested on crown lands – Methods and technical instructions"). The Contractor must provide NRCan with a copy of the timber scaling results on a daily basis. When the wood is delivered to a new buyer, the Contractor must ensure that the first three truck loads are measured correctly in terms of both quality and quantity. The Contractor must provide a copy of these scaling sheets to the NRCan forestry authority and wait for NRCan approval before making further deliveries. NRCan reserves the right to require that the wood be scaled in the forest by a certified scaler and that the net volume thus obtained be used as the official measurement for the calculation of stumpage dues.

If the sale of certain products is based on roadside timber scaling (e.g. firewood), the scaling may be verified by NRCan. Unless notified otherwise by NRCan, the Contractor must ask veneer wood buyers to come and select the volume they wish to purchase directly on the worksite. No veneer log may be loaded onto a truck without having been previously measured and classified. NRCan reserves the right, if need be, to dictate the way stacking areas are to be managed, and in particular winter worksites.

For the purposes of quantity and quality control of harvested volumes, NRCan may carry out timber scaling checks along roadsides or in factory yards. If the difference between the checked volumes and the measured volumes is greater than 3%, a second joint check will be done. If differences of 3% persist, the measurements shall be redone at the Contractor's expense.

If necessary, cutting and transport may be stopped in order to take an inventory of the timber in the cutting areas.

In all cases, the cut timber remains the property of the federal government until such time as it has been delivered to its destination.

A Contractor found guilty of one or more of the following offences will have its contract revoked by NRCan and may be denied participation in future calls for tenders. Reprehensible conduct consists of, but is not limited to, the following: illegal removal of timber from Va Base; knowingly declassifying timber volumes; making false statements with respect to timber scaling, timber selling prices, rates paid for work, time required to carry out hourly work, and operating costs.

MARKETING OF WOOD PRODUCED BY NRCAN

For certain types of Category B work, it is possible that the Contractor will be asked to cut a certain volume of timber on an hourly basis. DND may also produce a certain quantity of wood during military exercises. All of the timber that is cut belongs to NRCan, and it will be incumbent on the Contractor to market the wood in order to maximize revenues in accordance with the agreements that it negotiates for Category A work and the transport rates that it reports on an annual basis. The marketing costs that the Contractor incurs to sell this fibre (\$/m³) must be indicated in part B of the tender form. The revenues generated by the sale of the timber will be counted as forestry credits.

SCHEDULE OF WORK

Activities will be carried out in accordance with a schedule of work approved by NRCan. All changes shall be authorized by NRCan. NRCan reserves the right to demand changes in the established schedule. Work shall begin within two weeks following the date on which the contract is awarded. For the first part of this contract, the Category A work is scheduled to be carried out from December 10th 2018 to the end



of February 15th, 2019. Within this period, the logging activities could be interrupted temporarily for military training. No expenses may be billed to NRCan because of a change to the training schedule or to the availability of harvesting sectors.

OWNERSHIP OF TIMBER

Timber cut by the Contractor, together with that cut by DND which the Contractor is required to sell remains the federal Crown's property until such time as it has been delivered to destination. The method used to market the timber and transport of the fiber to mills remains the responsibility of the Contractor. However, in this contract, the Contractor is not considered the producer of the timber, but rather the agent tasked with carrying out cutting, silviculture, marketing and transport activities on behalf of the government of Canada.

CONTRACT OPTIONS

At NRCan's request, the present contract may be extended for up to three one-year periods. Should NRCan wish to exercise a one-year option in the contract, NRCan will submit to the Contractor, no later than October 31 of each year, a new annual work program. The size of operation and types of activities may vary depending on the annual program developed and the military training schedule. NRCan does not guarantee either the volume or area to be harvested each year. The volume predicted to be harvested each year during the option years is about 10,000 m³ on 0% to 40% slopes. The stumpage due rates per type of product (part A of the tender form) will be negotiated each year by mutual agreement, solely taking into account changing market prices for timber since the year of the bid and price changes for some direct costs (fuel, direct operating costs for harvesting, felling, hauling, cross-cutting, timber destinations and snow removal). In that regard, the value of the selling prices for each product and for each factory (certified by the factory purchaser) and of the itemized direct operating costs (labour, snow removal, equipment transportation costs, profit margin and risk, other operating expenses) must be disclosed every year. The Contractor must provide in a timely manner all of the information to be verified by NRCan. The stumpage dues may not vary according to contract terms and the annual program. The annual program may vary solely in accordance with the timber market and operating costs.

For the optional years, the rates in part B of the tender form will be updated based on the following considerations:

- Labor: in line with real salary growth vs. the previous year for the unionized private sector (see *Institut de la statistique du Québec*, Total compensation and salary scales – EarningTrends – Evolution of nominal and real salary growth for unionized employees (http://www.stat.gouv.qc.ca/statistiques/travail-remuneration/remuneration-globale/tendances/evol_croissance_salariale.htm).
- Machinery: in line with the average percentage increase by type of equipment according to the *Taux de location de machinerie lourde* published by the Government of Quebec. If the equipment in question is not listed in this publication, the change in the annual CPI must be applied.
- Trucking: in line with the percentage variation in bulk trucking rates as per the *Recueil des tarifs de camionnage en vrac* published by the *ministère des Transports, de la Mobilité durable et de l'Électrification des transports* based on the number of axles on both the vehicles and their trailers.
- NRCan timber marketing and administrative fees: fixed amount for the duration of the contract.



SNOW REMOVAL

Department of National Defence (DND) snow removal team provide complete winter maintenance of the main roads on the Va Base territory (see map in the technical specification). In the case of secondary roads giving access specifically to the logging sites, the Contractor shall be fully responsible for the removal of snow, sandblasting of roads or any other operations necessary to ensure the safety and productivity of transportation operations. The Contractor's is responsible for providing all the equipment required to enable access to the work site by work crews and timber transportation trucks. Road conditions must remain safe for all users at all times. Every year, the snow removal costs will be negotiated by mutual agreement, taking into consideration the length of the roads for which snow removal is required, the time frame of worksite operations, the volume to be harvested, fuel costs, and the degree of difficulty involved in maintaining the road network. In the case of sanding operations, the Contractor may use sand from a VA Base borrow pit at no charge. The loading site will be designated by NRCan. However, loading and transport of the sand will be at the Contractor's expense. NRCan may request financial compensation for snow removal operations carried out by DND that exceed the aforementioned conditions or if the Contractor fails to comply with the established schedules.

TRANSPORTATION ASSISTANCE

The Contractor is responsible for carrying out safe timber transportation operations based on topography and weather conditions. In the event that heavy machinery is required to assist the timber trucks, the Contractor will not be entitled to charge any additional fees to NRCan unless an agreement is reached between the parties prior to the commencement of any such work.

SERVICES PROVIDED TO THE CONTRACTOR

NRC reserves the right to demand financial compensation for services provided for the Contractor that are not specified in the contract. This financial compensation will be paid in the form of credits, and the value of the services will be based on market rates.



ANNEX B - TECHNICAL SPECIFICATION

The technical specification is part of the statement of work

Document off pagination (24 pages)



ANNEX C - INSURANCE REQUIREMENTS

Commercial General Liability Insurance (G2001C – 2018-06-21)

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. 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*

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.

Environmental Impairment Liability Insurance (G2040C – 2018-06-21)

1. The Contractor must obtain Type 1: "Pollution Legal Liability - Fixed Site Coverage" 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 \$1,000,000 per accident or occurrence and in the annual aggregate.
2. 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.
3. The Type 1: "Pollution Legal Liability - Fixed Site Coverage" 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 as additional insured should read as follows: Canada, represented by Public Works and Government Services Canada.
 - b. 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.



- c. Separation of Insureds: 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.
- d. 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.
- e. Incidental Transit Extension: The policy must extend to losses arising from any waste, products or materials transported, shipped, or delivered via any transportation mode to a location beyond the boundaries of a site at which the Contractor or any entity for which the Contractor is legally liable is performing or has performed the operations described in the contract.
- f. Storage Tank Third-Party Liability - The policy must extend to off-site third party bodily injury and property damage due to releases from storage tanks (above and below ground). Coverage must include corrective action and clean-up due to releases from storage tanks.



APPENDIX 1 - EVALUATION CRITERIA

Bidders are advised to address these criteria in the following order and in sufficient depth in their proposals to enable a thorough assessment. NRCan’s assessment will be based solely on the information contained within the proposal. NRCan may confirm information or seek clarification from bidders.

Bidders are advised that only listing experience without providing any supporting data to describe responsibilities, duties and relevance to the criteria will not be considered demonstrated for the purpose of this evaluation.

The Bidder should provide complete details as to where, when (month and year) and how (through which activities/ responsibilities) the stated qualifications/experience were obtained. Experience gained during formal education shall not be considered work experience. All criteria for work experience shall be obtained in a legitimate work environment as opposed to an educational setting. Co-op terms are considered work experience provided they are related to the required services.

Bidders are also advised that the month(s) of experience listed for a project whose time frame overlaps that of another referenced project will only be counted once. For example: project one time frame is July 2001 to December 2001; project two time frame is October 2001 to January 2002; the total months of experience for these two project references is seven (7) months.

1. TECHNICAL CRITERIA

1.1 MANDATORY TECHNICAL EVALUATION CRITERIA

The Mandatory Criteria listed below will be evaluated on a simple pass/fail basis. Proposals which fail to meet the mandatory criteria will be deemed non-responsive.

Criterion ID	Mandatory Criteria	Proposal Page #	Pass/Fail
TM1	<p>The bidder MUST submit a technical bid that describes the bidder’s capacity and abilities to carry out such a project, and provide a detailed explanation of how the bidder will take on the responsibilities associated with the project. The technical bid must be in text form and be comprised of several sections.</p> <p>It is recommended that the rated requirements be used as headings; the relevant information should be provided accurately and concisely.</p>		



Criterion ID	Mandatory Criteria	Proposal Page #	Pass/Fail
TM2	<p>The bidder MUST demonstrate experience in carrying out two (2) similar projects involving the harvesting of at least of 10,000 m³ of timber, the construction of 1.5 km of logging road, the reforestation of at least 15,000 trees and the pre-commercial thinning and/or plantation clearing of an area of at least 15 ha.</p> <p>In order to demonstrate that it has the required experience, the bidder must provide, at a minimum, the following information:</p> <ul style="list-style-type: none"> - Project name - Project summary - Project term - Extent of work done (volume, area, quantity) - Customer name, contact details and contact person <p>Note: References will only be contacted to confirm the information provided.</p>		

1.2 EVALUATION OF TECHNICAL RATED CRITERIA

The criteria contained herein will be used by NRCan to evaluate each proposal that has met all of the mandatory criteria.

Proposals will be evaluated based on the following criteria:

Criterion ID	Point Rated Technical Criteria	Minimum Points /Maximum Points	Proposal Page #
TR1	<p>METHODS USED AND SALE</p> <p>The methods that will be used to carry out forest work and other types of work in the project (work plan, detailed schedule, work methods and subcontracting), the types and number of machines based on field conditions, stand types, treatments to be carried out and the schedule. Provide sufficiently detailed information to make it possible to assess how the Contractor will coordinate and carry out the various types of Category A and Category B work, and how the Contractor will be able to respond to limitations to land use, such as reductions in the amount of time available to harvest sectors according to plan. Describe the method to be used to manage Category A and Category B work involved in the project.</p> <p>-A clear statement of how the contract will be executed in relation to the bidder's regular activities (operational capability). Describe how it intends to carry out the Category B work at Base Fa and/or St-Bruno, in the event that work is to be carried out on these federal properties.</p>	9 points	



	<p>-The means used to sell the timber and the bidder's access to the timber market. Explain how the value of the credits will be optimized for the first year and also for subsequent years in terms of marketing and on-site wood processing.</p> <p>-Demonstrate in the technical bid that it has the specialized equipment to harvest hardwood, mixed and coniferous stands in accordance with partial cutting and clearcutting methods. For example, in some hardwood and mixed stands, NRCan recommends short-wood harvesting using a harvester with multifunctional heads adapted for the processing of hardwood. Similarly, NRC recommends using specialized machinery to carry out commercial thinning in coniferous stands.</p> <p>Specify the type of equipment that will be used based on the treatments to be carried out, and provide sufficiently detailed information specifying how the various silvicultural treatments will be carried out and with which type of equipment. A Contractor submitting a range of specialized equipment based on the treatments to be carried out will obtain a higher score. The Contractor must clearly state whether or not it owns the equipment and whether the equipment is commonly used in its annual operations.</p> <ol style="list-style-type: none"> 1. Work plan, methodology and schedule / 1 pt 2. Organization of subcontracting / 1 pt 3. Type and number of machines based on terrain conditions, stand types, treatments and schedule / 1 pt 4. Coordination of work and ability to adapt to land-use constraints / 1 pt 5. Execution of contract in relation to regular activities and availability of forestry and road contractors / 1 pt 6. Explanation of methods used to sell the timber and access to timber market / 1 pt 7. Means to optimize credits in terms of marketing and processing / 1 pt 8. Organization of timber transportation to factories and snow removal operations on roads under its purview / 1 pt 9. Capacity to carry out the work at Base Fa and St-Bruno / 1 pt 		
<p>TR2</p>	<p>EXPERTISE OF CONTRACTOR, SUBCONTRACTORS AND EMPLOYEES</p> <p>A description of the entire team assigned to the project (for both Category A and Category B work), specifying the reporting structure and identifying the project manager, the person responsible for project operations, and employees who will be assigned to carrying out this project. Clearly demonstrate their type and number of years of experience, their training in different areas related to the project (type, duration) and their skills in such areas as harvesting, silviculture, forest roads and vegetation monitoring. Provide resumes for the project manager and operations manager.</p> <ol style="list-style-type: none"> 1. Forestry techniques / 1 pt 2. Geomatics, GPS surveys / 1 pt 	<p>7 points</p>	



	<ol style="list-style-type: none"> 3. Harvesting and silviculture work, vegetation control / 1 pt 4. Forest road / 1 pt 5. Volume of activities and specific references for similar contracts / 1 pt 6. Project manager's resume / 1 pt 7. Operations manager's resume / 1 pt 		
TR3	<p>ENVIRONMENTAL PROTECTION</p> <p>The methods used to prevent damage to the environment during the execution of Category A and Category B work.</p> <ol style="list-style-type: none"> 1. Proposed methods for preventing damage to the environment /4 pts 	4 points	
A - Total points		___ / 20	

The evaluation grid described below will be used to evaluate the bidders' proposals based on each rated criterion.

EVALUATION GRID	
Excellent (100%)	The rated criteria are addressed in detail and the information provided shows that the bidder fully and thoroughly understands all elements of the rated criteria.
Very good (80%)	The information provided clearly shows the bidder fully understands all elements of the rated criteria.
Good (60%)	The information provided clearly shows the bidder fully understands certain but not all elements of the rated criteria.
Unsatisfactory (40%)	The information provided shows a limited understanding of the specified criteria, without showing that the bidder fully understands all elements of the rated criteria. The bidder shows basic communication skills. The project results presented are poor and non-significant.
Poor (20%)	The information provided shows that the bidder has a basic understanding of the specified criteria.
Unacceptable (0%)	The information provided does not meet the criteria.

2. FINANCIAL CRITERIA

2.1 MANDATORY FINANCIAL CRITERIA

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



Criterion ID	Mandatory Criteria	Proposal Page #	Pass/Fail
FM1	The bidder MUST complete part A and part B of the tender form and make the required calculations. You must complete the electronic MS Excel files provided.		

2.2 EVALUATION OF FINANCIAL RATED CRITERIA

The criteria contained herein will be used by NRCan to evaluate each proposal that has met all of the mandatory criteria.

Proposals will be evaluated based on the following criteria:

Criterion ID	Point Rated Technical Criteria	Minimum Points /Maximum Points	Proposal Page #												
FR1	<p>Tender form A - Credits paid</p> <p>The maximum score will be given to the contractor offering the highest total credits (\$). Other contractors will be given scores proportional to the score of the contractor with the highest offer.</p> <table border="1"> <thead> <tr> <th></th> <th>Total credits</th> <th>Calculation</th> <th>Points</th> </tr> </thead> <tbody> <tr> <td>Bidder A</td> <td>\$200K</td> <td>$200/200 \times 40 =$</td> <td>40</td> </tr> <tr> <td>Bidder B</td> <td>\$150K</td> <td>$150/200 \times 40 =$</td> <td>30</td> </tr> </tbody> </table>		Total credits	Calculation	Points	Bidder A	\$200K	$200/200 \times 40 =$	40	Bidder B	\$150K	$150/200 \times 40 =$	30	40 points	
	Total credits	Calculation	Points												
Bidder A	\$200K	$200/200 \times 40 =$	40												
Bidder B	\$150K	$150/200 \times 40 =$	30												
FR2	<p>Tender form B - Total work costs</p> <p>The maximum score will be given to the contractor offering the lowest total work costs (\$). Other contractors will be given scores proportional to the score of the contractor with the lowest work costs.</p> <table border="1"> <thead> <tr> <th></th> <th>Total work cost</th> <th>Calculation</th> <th>Points</th> </tr> </thead> <tbody> <tr> <td>Bidder A</td> <td>\$50K</td> <td>$50/50 \times 40 =$</td> <td>40</td> </tr> <tr> <td>Bidder B</td> <td>\$75K</td> <td>$50/75 \times 40 =$</td> <td>26.67</td> </tr> </tbody> </table>		Total work cost	Calculation	Points	Bidder A	\$50K	$50/50 \times 40 =$	40	Bidder B	\$75K	$50/75 \times 40 =$	26.67	40 points	
	Total work cost	Calculation	Points												
Bidder A	\$50K	$50/50 \times 40 =$	40												
Bidder B	\$75K	$50/75 \times 40 =$	26.67												
B - Total points		___ / 80													



A - Total points Technical criteria	_____
B - Total points Financial criteria	_____
A + B = Total points for Proposal Evaluation (required minimum 70 points)	_____

The contract will be awarded according to which bid obtained the largest point total (minimum 70 points). In the event of a tie between winning proposals (highest scores), the successful bidder will be the bidder with the highest score for credits paid (Tender form - A).



APPENDIX 2 – FINANCIAL PROPOSAL FORM

The bidder **MUST** complete the two (2) Tender form A & B including the requested calculations.

CONVERSION FACTORS

The following table shows the general conversion factors to be used in determining the equivalent in dollar per solid cubic metres of the forest credits shown in part A of the tender form. These factors will be used for the payment of stumpage dues for the contract year and option years. The Contractor shall make available to NRCan the conversion factor calculated for each of plant by product.

Measure units	Delivery Date	
	November 15 th to April 30 th	May 1 st to November 14 th
1 m ³ solide	1,570 stacked m ³	same
1 cord (4' x 8') softwood lower quality	4,62 m ³ solides	same
1 cord (4' x 8') hardwood 16 inches	0.88 m ³ solid	same
1 cord (4' x 8') hardwood 8 feet	4.2 m ³ solid	same
1 metric ton anhydrous of hardwood	1.75 m ³ solid	same
1 m ³ solid hardwood (green)	1,100 kg	1,000 kg
1 m ³ softwood (SPFL) average and superior grade	870 kg	785 kg
1 m ³ softwood (SPFL) lower quality grade	940 kg	922 kg
1 m ³ poplar	1,000 kg	900 kg
1,000 bd ft softwood (Roy table)	5.3 m ³ solid	same
1,000 bd ft hardwood (Roy table)	5.0 m ³ solid (8-9 in)	same
	4.7 m ³ solid (10-11 in)	same
	4.4 m ³ solid (10 in and +)	same
	4.3 m ³ solid (12 in and +)	same

The conversion factors vary significantly depending on such elements as tree species. NRCan will use cubic metres as the unit of measurement for all timber harvested at Base Va. The use of an alternative official unit of measurement will have to be approved beforehand by NRCan. In the event that another unit of measure is accepted, measurements will have to be made to establish the conversion factors that should be used for the value of products.

In the interest of readability, the term “cubic metre” used in this document means “solid cubic metre”.