





Request for Proposal

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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.

### **Compliance with the Competition Act – Section 47 – Bid-Rigging:**

#### **Definition of Bid-Rigging:**

#### **Section 47 of the Competition Act states:**

(1) ***bid-rigging*** means:

- (a) an agreement or arrangement between or among two or more persons whereby one or more of those persons agrees or undertakes not to submit a bid or tender in response to a call or request for bids or tenders, or agrees or undertakes to withdraw a bid or tender submitted in response to such a call or request, or
  - (b) **the submission, in response to a call or request for bids or tenders, of bids or tenders that are arrived at by agreement or arrangement between or among two or more bidders or tenderers, where the agreement or arrangement is not made known to the person calling for or requesting the bids or tenders at or before the time when any bid or tender is submitted or withdrawn, as the case may be, by any person who is a party to the agreement or arrangement.**
- (2) Every person who is a party to bid-rigging is guilty of an indictable offence and liable on conviction to a fine in the discretion of the court or to imprisonment for a term not exceeding 14 years, or to both.



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### PART 1 – GENERAL INFORMATION

#### 1. Introduction

The bid solicitation is divided into seven (7) 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:

**Annex “A”** – the Statement of Work

**Annex “B”** – the Basis of Payment

**Annex “C”** – the Insurance Requirement

The Appendixes include:

**Attachment 1 to Part 4** – Technical Evaluation Criteria

#### 2. Summary

By means of this RFP, Natural Resources Canada (NRCan) is seeking proposal from Canadian Bidders to clear vegetation and vista clearing between the Canada-US boundary. The distance evaluation must be done from the point west of mount Vedder going east. **It is the responsibility of the Contractor to determine the horizontal distance (Mean sea level) to be cleared including the alpine area, to a maximum funding limitation.**

##### 2.1 Security Requirement

There is no security requirement associated with this bid solicitation or any resulting contract. However, all members must hold a valid passport to work on the Canada/US Border.

##### 2.2 International Trade Agreements

The requirement is subject to the provisions of the Canadian Free Trade Agreement (CFTA)



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

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

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

### **3. Debriefing**

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



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### PART 2 – BIDDER INSTRUCTIONS

#### 1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](#) 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 (2018-05-22), Standard Instructions – Goods or Services – Competitive Requirements**, are incorporated by reference into and form part of the bid solicitation with the modifications of 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 – Standard Instructions, Clauses and Conditions) of 2003:

DELETE: Public Works and Government Services Canada (PWGSC)

INSERT: Natural Resources Canada (NRCan)

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

DELETE: “Suppliers are required to”

INSERT: “It is suggested that suppliers”

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

DELETE: sixty (60) days

INSERT: one hundred and twenty (120) days

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

DELETE: in its entirety – bids not accepted by facsimile

#### In Section 20.2 – Further Information:

DELETE: in its entirety

#### 2. Submission of Bids

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

2.1 Due to the nature of the bid solicitation, bids transmitted by facsimile will not be accepted. **Bids can be submitted via email to [valerie.holmes@canada.ca](mailto:valerie.holmes@canada.ca)**

**NOTE: Given the current constraints on our network as a result of remote telework operations during Covid-19, Bidders are being asked to contact the Contracting Authority by phone at 1-(613) 864-8017 to confirm receipt of their bid once sent. We encourage you to submit your bid earlier than the closing time in order to ensure sufficient time to be received in our server.**



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### Important:

Enter the following information in the subject line:

**NRCan-5000052170 - Vista Clearing between Canada/US Border (Cascades)**

### **3. Enquiries – Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than **seven (7)** calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

### **4. Applicable Laws**

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

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidders.

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

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

### **6. Preliminary Site Visit**

It is the responsibility of the Contractor to undertake an inspection of the complete work location, at his own expense, prior to submitting a bid for the work, to ensure familiarity with the terrain and growth conditions and his ability to complete the work at the contract price by the required contract completion date.

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

NRCan has determined that there will not be any intellectual property produced under any resulting contract.





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### PART 3 – BID PREPARATION INSTRUCTIONS

#### 1. Bid Preparation Instructions

Due to the outbreak of COVID-19, NRCan is foregoing the need to have people outside delivering packages to our Bid Receipt Unit. Therefore, given this pandemic, you must submit your bids as follows:

##### Your Company Name – Section I/II/III – Technical/Financial Proposal/Certifications

**Section I: Technical Bid:** One (1) PDF copy - labelled as per the above

**Section II: Financial Bid:** One (1) PDF copy – labelled as per the above

**Section III: Certifications:** One (1) PDF copy - labelled as per the above

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

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

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

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

#### 2. Section I: Financial Bid

Canadian Bidders must submit their financial bid in accordance with Annex "B"- Basis of Payment. The total amount of Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable.

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

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

##### 2.1 Exchange Rate Fluctuation

[C3011T \(2013-11-06\), Exchange Rate Fluctuation](#)

#### 3. Section II: Certifications

Bidders must submit the certifications as per Part 5.



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### **PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION**

#### **1. Evaluation Procedures**

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

##### **1.1 Technical Evaluation**

Mandatory technical evaluation criteria are included in Appendix 1 to Part 4 – Technical Evaluation Criteria

#### **2. Basis of Selection**

Only those bids that are deemed to be responsive (compliant) will be evaluated under the basis of selection:

##### **Mandatory Technical Criteria**

The bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid that provides the most area cleared for the budget provided will be awarded the contract.



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**APPENDIX 1 TO PART 4 – TECHNICAL EVALUATION CRITERIA**

**1. Mandatory Technical Criteria**

The Mandatory Technical Criteria listed below will be evaluated on a simple pass/fail (i.e. compliant / non-compliant) basis.

Proposals which fail to meet the Mandatory Technical Criteria will be deemed non-responsive and given no further consideration.

Proposals **MUST** demonstrated compliance with all of the Mandatory Technical Criteria and **MUST** provide the necessary documentation to support compliance.

Item	Mandatory Requirement	Compliant (Yes/No)	Reference to Bidder's Proposal
<b>M1</b>	The Bidder <b>MUST</b> have a minimum of eight months' experience clearing vegetation in remote regions, and provide a summary demonstrating this experience.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>M2</b>	The Bidder's proposed Supervisor <b>MUST</b> have a minimum of eight months' previous experience as an On-Site Supervisor for Work requiring the clearing of vegetation in remote regions; the Bidder <b>MUST</b> provide a résumé for the On-Site Supervisor that demonstrates the required experience.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>M3</b>	The Bidder's proposed Survey Instrument personnel, or proposed Subcontract Survey Instrument personnel, <b>MUST</b> have a minimum of one year's experience or an equivalent amount of training (or combination thereof), in the use of survey instrumentation, and the Bidder <b>MUST</b> provide a résumé of the proposed personnel that demonstrates the required experience.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>M4</b>	The Bidder <b>MUST</b> demonstrate that <b>all</b> of its proposed personnel to perform the Work have a minimum of six months' experience or an equivalent amount of training (or combination thereof) in the clearing of vegetation involving tree felling and/or in the use of chain/brush saws, and the Bidder <b>MUST</b> provide a list of the proposed personnel, detailing their training/experience.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>M5</b>	The Bidder <b>MUST</b> provide an equipment list demonstrating that the Bidder has, as a minimum, the following types of equipment suitable to perform the required vegetation clearing safely and effectively: <ul style="list-style-type: none"> <li>• Safety-regulated Communications Equipment;</li> <li>• Survey Instrumentation (whether that of Bidder or Subcontractor);</li> <li>• Cutting equipment to be used for vegetation of a 1"-3, 3"-16", and greater than 16", diameter - adequate numbers for all</li> </ul>	<input type="checkbox"/> Yes <input type="checkbox"/> No	



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Item	Mandatory Requirement	Compliant (Yes/No)	Reference to Bidder's Proposal
	proposed personnel performing the work, with confirmation that chain saws meet the CSA Standard Z62.1-95); • Safety Equipment required ensuring safe worker conditions based on the remoteness and the proposed cutting equipment. (i.e. Personal Protective clothing and equipment, firearms, First Aid , etc).		
<b>M6</b>	The Bidder <b>MUST</b> provide a Preliminary Plan detailing its proposed approach to delivering the most clearance for the budget provided.	<input type="checkbox"/> Yes <input type="checkbox"/> No	



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### PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

#### 1. Certifications Required with the Bid

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

##### Declaration of Convicted Offences

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

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

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

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

##### 2.1 Integrity Provisions – List of Names

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

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



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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

**2.2 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.

**2.3 Education and Experience**

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



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2.4 Former Public Servant

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

**Definitions**

For the purposes of this clause, "**former public servant**" 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



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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.

**2.5 Rate or Price Certification**

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

**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





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- iii. a limited company
- iv. a co-operative
- v. a partnership
- vi. a not-for-profit organization

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

OR

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

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

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

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

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

\_\_\_\_\_  
Date

**Note: we are not setting aside this requirement, we are just asking that companies identify if they are Aboriginal.**



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### **PART 6 – SECURITY REQUIREMENTS**

#### **1. Security Requirement**

There is no security requirement associated with this bid solicitation or any resulting contract. However, the Contractor shall furnish a full list of personnel to be employed on the project (with birth dates), for a background check. Work shall not proceed on the project until a clearance has been obtained for the entire crew from authorities in both countries.



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### PART 7 – RESULTING CONTRACT CLAUSES

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

#### 1. Statement of Work

The Contractor must perform the Work in accordance with Annex “A” – Statement of Work and the Contractor’s technical bid dated \_\_\_\_\_.

#### 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.

##### 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).

#### 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.



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### *Meaning of "Dispute"*

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

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will, on request or consent of the parties to participate in an alternative dispute resolution process to resolve any dispute between the parties respecting the interpretation or application of a term and condition of this contract and their consent to bear the cost of such process, provide to the parties a proposal for an alternative dispute resolution process to resolve their dispute. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at [boa.opo@boa.opo.gc.ca](mailto:boa.opo@boa.opo.gc.ca).

### **4. Security Requirement**

There is no security requirement applicable to this Contract. However, the Contractor shall also furnish a full list of personnel to be employed on the project (with birth dates), for a background check. Work shall not proceed on the project until a clearance has been obtained for the entire crew from authorities in both countries.

### **5. Term of Contract**

The period of the contract shall be from **June 15, 2020** to **October 9, 2020**, inclusive.

### **6. Authorities**

#### **6.1 Contracting Authority**

The Contracting Authority for the Contract is:

**Valerie Holmes**

Procurement Specialist

Natural Resource Canada

580 Booth Street, 5<sup>th</sup> Floor, Room 5-D4-2

Ottawa, Ontario

K1A 0E4

Tel: 613-864-8017

Email: [valerie.holmes@canada.ca](mailto:valerie.holmes@canada.ca)

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

#### **6.2 Project Authority**

The Project Authority for the Contract is: *(to be provided at contract award)*

Name:

Title:



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Natural Resources Canada  
588 Booth Street, 2<sup>nd</sup> Floor  
Ottawa, Ontario  
K1A 0Y7  
Tel:  
Fax:  
Email:

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.

### 6.3 Contractor's Representative

Name:  
Title:  
Organization:  
Tel:  
Fax:  
Email:

## 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.

## 8. Payment

### 8.1 Basis of Payment – Firm Price, Firm Unit Price(s) or Firm Lot Price(s)

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price, as specified in Annex "B" – Basis of Payment for a cost of \$\_\_\_\_\_ (*inserted 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.

### 8.2 Method of Payment

#### Interim Payments

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



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**9. Invoicing Instructions**

Invoices shall be submitted using one of the following methods:

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

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

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

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

**10. Certifications**

*10.1 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.

**11. Applicable Laws**

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

**12. 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), Higher Complexity – Services**



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- c) Annex "A" – the Statement of Work
- d) Annex "B" – the Basis of Payment
- e) Annex "C" – Insurance Requirements
- f) The Contractor's Bid dated \_\_\_\_\_.

### 13. Foreign Nationals

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

### 14. Insurance

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

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

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

### 15. Contract Administration

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



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### ANNEX "A" – STATEMENT OF WORK

#### SW1 Title

##### Vista Clearing Services between Canada and the United States Border – (BC and Washington State)

#### SW2 Background

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

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

#### SW3 Public Relations

The required work is carried out under the authority of the *International Boundary Commission*.

If anyone (for example, Landowners, Parks persons, Land Managers, etc.) should object to any clearing operation, the Contractor is to consult with the Project Authority (or his authorized Representative) prior to proceeding. Any damages to public or private property, caused by the Contractor, shall be the responsibility of the Contractor.

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

Where ornamental trees, fruit trees or shrubs are encountered within or along the boundary vista, the property owners are to be consulted on the procedure to follow for the removal of such material.

The Customs laws, game laws and environmental laws of both countries must be observed by all of the Contractor's personnel. However, the International Boundary Commission, its agents, employees, etc. do have the authority to cross and recross the boundary in the course of their duties.

#### SW4 Contractors Must Meet with the Project Authority (or his authorized representative) Prior to the Commencement of Work

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

#### SW5 Scope of Work

For estimating the amount of work in this undertaking it is emphasized that old growth at the sides of the vista characteristically have branches of greater than usual length reaching into the vista for light. Where branches extend into the vista from the sides they must be removed either by trimming or by cutting the trees. In either case, this "side



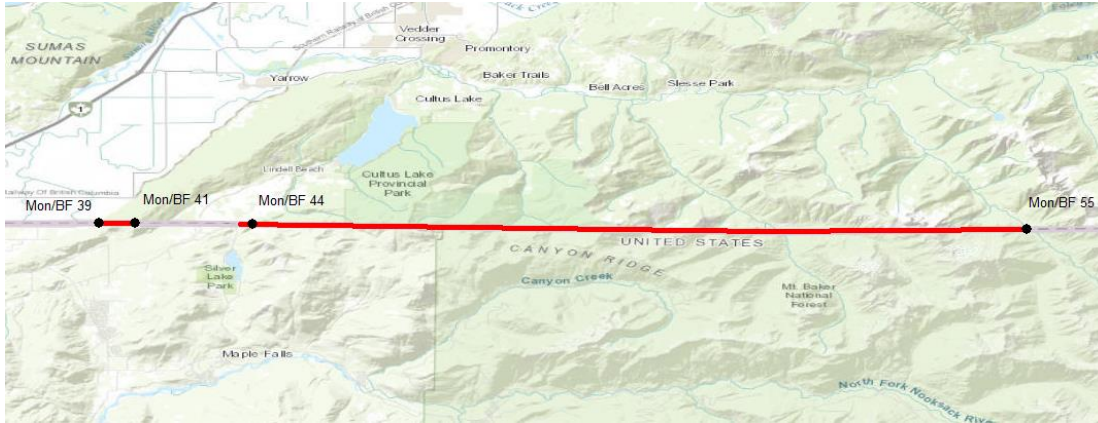


### Request for Proposal

cutting" will be the subject of a majority of the work. It is also important that each area be closely examined to determine its location, the terrain and the actual amount of line to be cut.

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

The section of the vista to be cleared along the International Boundary between the British Columbia and Washington State extends from a point 30m west of monument 39 and following the boundary towards Monument 55. Excluding a zone from Monument 41 to the east end of the Columbia Valley (4.4 km).



Approximate coordinates of departure point:	49°00'08.7" N, 122°08'54.8" W
MON 41:	49°00'08.7" N, 122°07'37.8" W
East end of the Columbia Valley:	49°00'07.1" N, 122°04'01.8" W
MON 55:	48°59'56.3" N, 121°36'46.7" W

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

The distance evaluation must be done from the point west of mount Vedder going east. It is the responsibility of the Contractor to determine the horizontal distance (Mean sea level) to be cleared including the alpine area, for a maximum cost of 300 000\$ CAD.

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

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

The Contractor shall locate the boundary monuments (18) and mark on the ground, the boundary line and vista limits, using brightly painted stakes or bright surveyors' tape tied to a stake, at intervals not exceeding 60 metres (200 feet) in order to provide a straight vista of uniform width. These stakes will be located on both sides of the boundary markers. **The Contractor must clear between the pickets to ensure that a 6.1-metre (20-foot) sky clearance is achieved.**

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



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### *SW5.4 Mowing and Cutting Requirements*

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

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

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

Trees on the side of the vista that are damaged during the operation must be cut and then disposed of in accordance with Item 5.5 below.

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

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

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

**Special provincial or state requirements in the disposal of cut trees must be followed in the performance of the work. The Contractor shall attempt at all times to avoid having trees or branches falling into or across any roads, trails, fields, ditches, streams or stream beds or other bodies of water. Such debris is to be immediately removed by the Contractor.**

**The cut trees remain the property of the landowner. No cut tree shall be left leaning or hanging.**

### *SW5.6 Crew and Equipment*

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

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

Transportation arrangements (e.g. helicopter support) shall be the responsibility of the Contractor.



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

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

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

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

The Contractor is asked to take a digital picture showing the condition of each monument. The pictures should be georeferenced or named appropriately with the monument name.

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

While on site, the Contractor shall:

- Notify the International Boundary Commission representative of all departures from environmental clauses or, where applicable, the inability to comply with such a clause.
- In choosing the vehicles needed to perform the work, consider the characteristics of the environment (type of soil, waterway, wetland), the time of year and weather conditions, to mitigate environmental impacts.
- Refrain from keeping vehicle engines running unnecessarily.
- Ensure that equipment, construction machinery and vehicles used to perform work are in proper operating condition, that is, free of leaks, defects and malfunctions caused by excessive wear on certain parts, which could release contaminants into the environment.
- Consider noise-related inconveniences and seek to reduce the level of noise. Comply with current environmental noise standards and regulations. Where possible, especially noisy work must be done during normal working hours.
- Ensure that the work areas used are kept clean at all times, by recovering waste, materials, fuels or other substances, and by disposing of them at authorized sites.
- Take all necessary steps to prevent, control and eliminate all forms of contamination or other damage to the environment, in accordance with existing regulations. Have the necessary emergency equipment on hand in case of accidental spills. The contractor is responsible for all damage to the environment resulting from the work done.
- In the event of an accidental spill, regardless of the volume of product spilled, immediately inform the representative of the Commission. Be sure to notify the responsible department and all other government authorities concerned. Contain the spill and confine the product spilled, using appropriate emergency equipment.
- Avoid handling oil or fuel, and filling construction or other machinery less than 50 metres from a waterway or well, unless the quantities of petroleum products concerned are less than 10 litres.
- Store petroleum products at a distance of at least 100 metres from any waterway.
- Refrain from leaving any cut trees or brush in waterways.



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- Pile cut saplings and other wood debris above the high water mark.
- Preferably cross over existing bridges and culverts. If there is no existing bridge or culvert, where possible, use only one site for crossing a fordable stream.
- Cross at right angles on solid ground. Prefer locations where banks are the most stable and the waterway is narrow. Place stop logs at the approaches if necessary. Avoid over-compacting banks, since this may result in destabilization

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

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

It is important that the Project Authority know the location of the Contractor at all times for purposes of inspection, possible border patrol checks, etc. Therefore, any significant change to the Contractor's initial Preliminary Plan estimates for commencement and completion of each of the valleys which would take the Contractor into a location different from that stated in the initial Preliminary Plan must be reported to the Project Authority immediately upon Contractor knowledge of the change. In addition, the Contractor must report to the Project Authority upon completion of the clearing of each area.

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

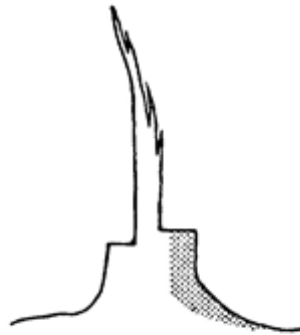
It is the responsibility of the Contractor to ensure familiarity with the terrain and growth conditions along the area stated in Article 4.1, above "Locations of the Areas to be Cleared" and to complete the work within the time period (currently estimated as June, 2020 to November 15<sup>th</sup>, 2020) and price, as will be stated in the Contract.

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

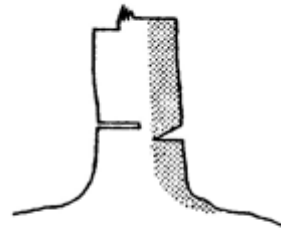


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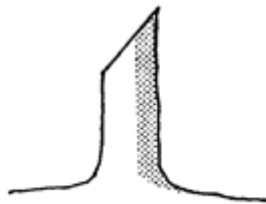
APPENDIX "A" – UNACCEPTABLE STUMP PROFILES



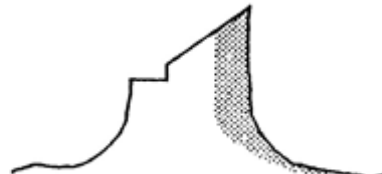
a) Barberchaired



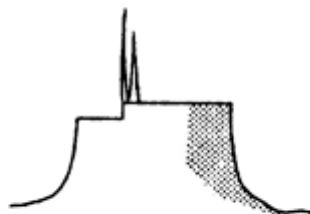
b) Block Left



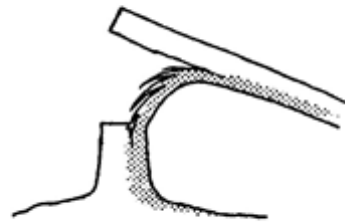
c) Cut Off At Angle



d) Angled Backcut



e) Pulled Fibres



f) Incompletely Cut



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ANNEX "B" – BASIS OF PAYMENT

1. Funding Limitation

The maximum funding available for the Contract resulting from the bid solicitation is \$300,000.00 CAD (Customs duty included and Applicable Taxes extra). Bids valued in excess of this amount will be considered non-responsive. This disclosure does not commit Canada to pay the maximum funding available.

This maximum includes the Price to perform the Work.

Any bids received in excess of this maximum funding will be automatically deemed non-responsive and will not be evaluated.

2. Firm Price

Bidder tendered all-inclusive firm price to perform the work is Canadian funds, applicable taxes excluded. Any Travel and Living Expenses and other miscellaneous expenses must be included in the firm price.

Total Amount of the Clearing Services for the British Columbia/Washington State area:

\$ \_\_\_\_\_/lot
Distance cleared
\$ \_\_\_\_\_ Total Price



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### ANNEX "C" – INSURANCE REQUIREMENTS

#### Commercial General Liability

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



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

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

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

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

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

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