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The Articles contained 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.

By signing its bid, the bidder confirms that they have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and certifies that:

1. The Bidder considers itself and its proposed resources able to meet all the mandatory requirements described in the bid solicitation;
2. This bid is valid for the period requested in the bid solicitation;
3. All the information provided in the bid is complete, true and accurate; and
4. If the Bidder is awarded a contract, it will accept all the terms and conditions set out in the resulting contract clauses included in the bid solicitation.



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## **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 and Additional Information: includes the certifications and additional information to be provided;
- Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by Bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work, the Basis of Payment and the Insurance Requirements.

The Appendixes include the Evaluation Criteria and the Financial Proposal Form.

### **1.2 Summary**

1.2.1 By means of the RFP, Natural Resources Canada (NRCan) is seeking proposals from bidders for Vegetation/Vista Clearing Services between Canada and the United States Border. 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-metre (20-foot) wide "vista" clear of trees and brush between the two countries.

1.2.2 This bid solicitation allows bidders to use the CPC Connect service provided by Canada Post Corporation to transmit their bid electronically. Bidders must refer to Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation, for further information.

### **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 fifteen (15) working days from receipt of the results of the bid solicitation process. The debriefing will be done in writing, by email.



## 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](#) (2023-06-08) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

- **In the complete text content (except Section 1 and 3)**  
**Delete:** Public Works and Government Services Canada” and “PWGSC”  
**Insert:** “Natural Resources Canada.” and “NRCan”
- **At 02 Procurement Business Number:**  
**Delete:** “Suppliers are required to”  
**Insert:** “It is suggested that suppliers”
- **At 08 Transmission by facsimile or by Canada Post Corporation's (CPC) Connect service, article 1:**  
**Delete:** in its entirety
- **At 08 Transmission by facsimile or by Canada Post Corporation's (CPC) Connect service, article 2a:**  
**Delete:** : The only acceptable email address to use with CPC Connect for responses to bid solicitations issued by PWGSC headquarters is: [tpsgc.pareceptiondessoumissions-apbidReceiving.pwgsc@tpsgc-pwgsc.gc.ca](mailto:tpsgc.pareceptiondessoumissions-apbidReceiving.pwgsc@tpsgc-pwgsc.gc.ca). or, if applicable, the email address identified in the bid solicitation.  
**Insert:** The only acceptable email address to use with CPC Connect for responses to bid solicitation issued by NRCan is: [procurement-approvisionnement@NRCan-RNCan.gc.ca](mailto:procurement-approvisionnement@NRCan-RNCan.gc.ca)
- **At 08, Transmission by facsimile or by Canada Post Corporation's (CPC) Connect service, article 2b:**  
**Delete:** “six business days”  
**Insert:** “five business days”
- **At 20, Further information, article 2b:**  
**Delete:** in its entirety

Subsection 5.4 of [2003](#), Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days  
 Insert: 180 days



## 2.2 Submission of Bids

Bidders must submit all proposals using the Canada Post Canada (CPC) Connect service. Given the current constraints on NRCan's networks, the electronic mail system has a limit of 1GB per single message received and a limit of 20GB per conversation.

Bids must be submitted no later than the date and time indicated on page 1 of the bid solicitation.

**Only bids submitted using CPC Connect service will be accepted.**

At least five (5) business days before the bid solicitation closing date, it is necessary for the Bidder to send an email requesting to open CPC Connect conversation to the following address:

[procurement-appvisionnement@NRCan-RNCan.gc.ca](mailto:procurement-appvisionnement@NRCan-RNCan.gc.ca)

**Note 1:** Bids will not be accepted if e-mailed directly to this address. This e-mail address is to be used to open CPC Connect conversation, as detailed in the Standard Instructions [2003 \(article 08, paragraph 2\)](#), or to send bids through CPC Connect message if the bidder is using its own licensing agreement for CPC Connect.

**Note 2:** Send as early as possible in order to ensure a response, Requests to open a CPC Connect conversation received after that time may not be answered.

**IMPORTANT:** It is requested that you write the bid solicitation number in "Subject" of the email: **NRCan-5000080231 – Vista Clearing International Boundary**

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

The onus is on the Bidder to ensure that the bid is submitted correctly using CPC Connect service. Not complying with the 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.

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

## 2.3 Former Public Servant

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

### Definitions



For the purposes of this clause, "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: 2019-01](#) 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.



## 2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

## 2.5 Applicable Laws

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

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

## 2.6 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) calendar days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

## 2.7 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
  - Office of the Procurement Ombudsman (OPO)
  - Canadian International Trade Tribunal (CITT)
- (c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.





## PART 3 - BID PREPARATION INSTRUCTIONS

### 3.1 Bid Preparation Instructions

- The Bidder must submit its bid electronically, Canada requests that the Bidder submits its bid in accordance with section 08 of the 2003 standard instructions. The CPC Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

Canada requests that the Bidder submits its bid in separately saved documents as follows:

Section I: Technical Bid  
 Section II: Financial Bid  
 Section III: Certifications  
 Section IV: Additional Information

If the Bidder is simultaneously providing copies of its bid using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy provided through CPC Connect service, the wording of the electronic copy provided through CPC Connect service will have priority over the wording of the other copies.

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). To assist Canada in reaching its objectives, bidders should:

- 1) Include all environmental certification(s) relevant to your organization (e.g., ISO 14001, Leadership in Energy and Environmental Design (LEED), Carbon Disclosure Project, etc.)
- 2) Include all environmental certification(s) or Environmental Product Declaration(s) (EPD) specific to your product/service (e.g., Forest Stewardship Council (FSC), ENERGYSTAR, etc.)

#### Section I: Technical Bid

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

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

#### Section II: Financial Bid

- 3.1.1 Bidders must submit their financial bid in accordance with the Financial Bid Presentation Sheet in Appendix 2.



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**3.1.2 Exchange Rate Fluctuation**

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

**Section III: Certifications**

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

**Section IV: Additional Information**

In Section IV of their bid, the Bidders should include:

- a) 1<sup>st</sup> page of the RFP signed, with their legal name;
- b) The name of the contact person (provide also this person's mailing address, phone number and email address) authorized by the Bidder to enter into communications with Canada with regards to their bid, and any questions that may results from their bid.



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## **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 evaluation criteria are included in Appendix 1 – Evaluation Criteria.

#### **4.1.2 Financial Evaluation**

Mandatory financial evaluation criteria are included in Appendix 2 – Financial Bid Presentation Sheet.

### **4.2 Basis of Selection – Lowest price compliant**

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



## PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

### 5.1 Certifications Required with the Bid

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

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

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

### 5.2 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 – Required Documentation

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 Contractor must provide with its bid the required documentation, as applicable, to be given further consideration in the procurement process.

All applicants, regardless of their status under the policy, must have the following information at the time to participate in a procurement process:

- Suppliers that are corporate entities, including those bidding as joint ventures, must provide a complete list of the names of all current directors or, for a privately owned corporation, the names of the owners of the corporation;
- Suppliers bidding as sole proprietors, including sole proprietors bidding as joint ventures, must provide a complete list of the names of all owners;
- Suppliers that are a partnership do not need to provide a list of names.

Supplier's Legal Name: \_\_\_\_\_

OR

Name of each member of the joint venture:



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

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

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

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

**Organizational Structure:**

- corporate entity (shareholders) - provide the names of the current Board of directors
- privately owned corporation - provide a list of the owner's names
- sole proprietor - provide a list of the owner's names

**LIST OF NAMES**

LAST NAME	FIRST NAME	TITLE

**5.2.4 Additional Certifications Precedent to Contract Award**

**5.2.4.1 Status and Availability of Resources**

SACC Manual clause [A3005T](#) (2010-08-16) Status and Availability of Resources

**5.2.4.2 Education and Experience**

SACC Manual clause [A3010T](#) (2010-08-16) Education and Experience

**5.2.4.3 Former Public servant**

<p><b>Former Public Servants</b></p> <p>See the Article in Part 2 of the bid solicitation entitled Former Public Servant for a definition of "Former Public Servant".</p>	<p>Is the Bidder a FPS in receipt of a pension as defined in the bid solicitation?</p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, provide the information required by the Article in Part 2 entitled "Former Public Servant"</p>
	<p>Is the Bidder a FPS who received a lump sum payment under the terms of the Work Force Adjustment Directive?</p>



	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, provide the information required by the Article in Part 2 entitled "Former Public Servant"
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**SIGNATURE for CERTIFICATION**

The Contractor certifies having read and understood the information included in the present document and acknowledges receipt.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

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



## **PART 6 – SECURITY REQUIREMENTS**

### **6.1 Security Requirements**

There are no security requirements associated with this procurement.



## 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 and 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

[2010C](#) (2022-12-01), General Conditions - Medium Complexity - Services, apply to and form part of the Contract. [If applicable, replace references to Public Works and Government Services Canada (PWGSC) with Natural Resources Canada (NRCan)]

### 7.3 Security Requirements

There is no security requirement applicable to the Contract.

### 7.4 Term of Contract

#### 7.4.1 Period of the Contract

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

#### 7.4.2 Delivery Date

All the deliverables must be completed on or before \_\_\_\_\_ (*fill in end date of the period*).

#### 7.4.3 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional one (1) year period(s) 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 ten (10) 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 Authorities

#### 7.5.1 Contracting Authority






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The Contracting Authority for the Contract is:

Name: Anik Samson  
 Title: Procurement officer  
 Organization: Natural Resources Canada, Procurement Services Unit  
 Address: 580 Booth Street, Ottawa, Ontario K1A 0E4  
 Telephone: 613-408-3462  
 E-mail address: [anik.samson@nrcan-rncan.gc.ca](mailto:anik.samson@nrcan-rncan.gc.ca)

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

### 7.5.2 Project or Technical Authority

The Project Authority for the Contract is:

Name: *(to be filled out at contract award)*  
 Title:  
 Organization:  
 Address:  
 Telephone:  
 E-mail address:

In its absence, the Project Authority is:

Name: *(to be filled out at contract award)*  
 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.

### 7.5.3 Contractor's Representative

Name: *(to be filled out at contract award)*  
 Title:  
 Organization:  
 Address:  
 Telephone:  
 E-mail address:

## 7.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive



disclosure reports, in accordance with [Contracting Policy Notice: 2019-01](#) of the Treasury Board Secretariat of Canada.

## 7.7 Payment

### 7.7.1 Basis of Payment - Limitation of Expenditure

The Contractor will be paid for its costs reasonably and properly incurred in the performance of the Work, in accordance with the Basis of Payment in Annex A, to a limitation of expenditure of \$ \_\_\_\_\_ (*will be completed at contract award*). Customs duties are included and Applicable Taxes are extra.

### 7.7.2 Limitation of Expenditure

Canada's total liability to the Contractor under the Contract must not exceed \$ \_\_\_\_\_ (*will be completed at contract award*).

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

### 7.7.3 Method of Payment

#### Monthly Payment

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

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



## 7.8 Invoicing Instructions

Invoices must be submitted using **the following method**:

E-mail:

[Invoicing-Facturation@nrcan-rncan.gc.ca](mailto:Invoicing-Facturation@nrcan-rncan.gc.ca)

**Note:** Attach "PDF" file. No other formats will be accepted

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

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

## 7.9 Certifications and Additional Information

### 7.9.1 Compliance

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

### 7.10 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in \_\_\_\_\_ (*insert the name of the province or territory as specified by the Bidder in its bid, if applicable*).

### 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 2010C (2022-12-01), General Conditions - Medium Complexity;
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Insurance Requirements;
- (f) the Contractor's bid dated \_\_\_\_\_, (*insert date of bid*).

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

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

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

### 7.13 Insurance – Commercial General Liability 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.



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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.

#### **7.14 Dispute Resolution**

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "[Dispute Resolution](#)".




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## ANNEX A - STATEMENT OF WORK

### SW.1.0 INTRODUCTION

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-metre (20-foot) wide "vista" clear of trees and brush between the two countries.

### SW.2.0 BACKGROUND

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.

### SW.3.0 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 cutting" will be the subject of a majority of the work.

Important to note, that each area must be closely examined to determine its location, the terrain, and the actual amount of line to be cut.

### SW.4.0 PROJECT REQUIREMENTS

#### Project Tasks, Deliverables, Milestones:

#### SW.4.1 Public Relations:

The required work is carried out under the authority of *International Boundary Commission* <https://www.internationalboundarycommission.org/> which authorizes access to private property to carry out the work on the vista. <https://www.internationalboundarycommission.org/>

If anyone (for example, Landowners, Parks persons, Land Managers, etc.) should object to any clearing operation, the Contractor is to consult with the Commission's Project Authority prior to proceeding in that valley. Any damages to public or private property, caused by the Contractor, must be the responsibility of the Contractor.

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 the boundary in the course of their duties.

**Note:** The contractor must meet with the Project Authority (or the authorized representative prior to commencement of work:

#### SW.4.2 Length of Vista to be Cleared.

The distance evaluation must be done from the tree line north of monument 79 in the Whiting River Valley following the border northwesterly to the tree line north of the Alsek River. It is the responsibility of the Contractor to determine the horizontal distance (mean sea level) to be cleared including the alpine area.



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### SW.4.3 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 must 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 must locate the boundary monuments and mark on the ground, the boundary line and vista limits, using brightly painted stakes or bright surveyors' tape tied to a stake, at intervals not exceeding 60 metres (200 feet) in order to provide a straight vista of uniform width. These stakes will be located on both sides of the boundary markers.

**Note:** The Contractor must clear between the pickets to ensure that a 6.1-metre (20-foot) sky clearance is achieved

Stakes must remain in place until the Project Authority (or their 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.

### SW.4.4 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.

Understanding that the sides of the vista must 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 must be left leaning or hung up.

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

No stumps must be left as illustrated in Figure 1 to Annex A attached. The cutting height will be 15 centimetres (6 ins) for brush and berry canes, and 30 centimetres (12 ins) for all growth over 20 centimetres (8 ins) in diameter.

### SW.4.5 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 must attempt at all times to avoid having tree 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 must be left leaning or hanging.



#### **SW.4.6 Crew and Equipment**

The Contractor must 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 must inform personnel of medical facilities and provide a reliable type of communication equipment.

All equipment and machinery must 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.

#### **SW.4.7 Litters and Operating Refuse**

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

#### **SW.4.8 Protection and Inspection of Boundary Monuments**

While operating equipment and felling trees, all precautions must 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.

#### **SW.4.9 Preventive clauses for the environmental protection:**

##### **While on site, the Contractor must:**

- a) Notify the International Boundary Commission representative of all departures from environmental clauses or, where applicable, the inability to comply with such a clause.
- b) 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.
- c) Refrain from keeping vehicle engines running unnecessarily.
- d) 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.
- e) 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.
- f) 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.
- g) 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.
- h) 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.
- i) 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.
- j) Store petroleum products at a distance of at least 100 metres from any waterway.
- k) Refrain from leaving any cut trees or brush in waterways.
- l) Pile cut saplings and other wood debris above the high-water mark.
- m) 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.



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- n) 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.

**SW.4.10 Changes to the preliminary plan/physical location of contractor:**

It is important that the Project Authority always know the location of the Contractor for purposes of inspection, possible border patrol checks, with a minimum of one report per week (work completed in the last week and planned work ahead). 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.

**SW.5.0 LOCATION AND SCHEDULE OF WORK**

See TABLE-1 below for locations of the Areas to be Cleared.

The section of the vista to be cleared (forested area)

Along the International Boundary between the British Columbia; and

Along the state of Alaska extends from the Whiting River valley following the border northwesterly.

**Note:** Approximate coordinates of departure point: **58°09'13.2"N, 133°10'20.3"W**





Table 1: 5.2.1 (iii)

Location	To be cleared
# 1 Whiting River	From the tree line between boundary point 79-monument 80 to the tree line between monument 82A-boundary point 83. (last cut 2005)
# 2 Taku River	From the tree line between boundary point 87-monument -88 to the tree line between monuments 91- 92. (last cut 2005)
# 3 Skagway River	From the tree line between monuments 112-113 to the tree line between monuments 113-114.
# 4 Chilkat River	From the tree line between monuments 125-126 to the tree line between monument 127-boundary point 128. (last cut 2005)
# 5 Tahini River	From the tree line between boundary point 128-monument 129 to the tree line between monuments 131-133. (last cut 2005)
#6 Kellsall River	From the tree line between boundary point 134-monument 135 to the tree line between monuments 138-139. (last cut 2005)
#7 Yokeak River	From the tree line between boundary point 142-monument 143 to the tree line between monuments 143-144. (last cut 2005)
#8 Klehini River	From the tree line between monuments 144-145 to the tree line between monument 149-boundary point 150. (last cut 2005)
#9 Alsek River	From the tree line between boundary point 167-monument 168 to the tree line between monument 171-boundary point 172. (last cut 2005)

See map:

[https://www.google.com/maps/d/edit?mid=1VqktKVVsgl0Mw4Kdp0FYPOSe\\_IKpefg&usp=sharing](https://www.google.com/maps/d/edit?mid=1VqktKVVsgl0Mw4Kdp0FYPOSe_IKpefg&usp=sharing)

### SW.6.0 PROGRESS REPORTS

Weekly status report to be provided to the Project Authority named indicating status, issues, and remaining work. The status report will be highlighted with (current project status, outstanding risks, issues, and associated recommendations and planned tasks) for the next reporting period.

Project Closeout final report.

### SW.7.0 LANGUAGE OF WORK

All work will be conducted in English or French.

### SW.8.0 CANADA OBLIGATIONS

- The contractor will be invited to Microsoft Teams meetings during the early stage of the project.
- Communications at the layout stage and page proofs will be by email.



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**SW.9.0 CONTRACTOR OBLIGATIONS**

- The contractors must be able to work 100% remotely.
- Contractor must attend a meeting either virtually or in person 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 an authorized Representative) will contact the Contractor and arrange the time, date and location for the meeting.
- Transportation arrangements (e.g. helicopter support) must be the responsibility of the Contractor.
- The responsibilities of the contractor relating to the work are as follows:
  - It is the responsibility of the contractor to ensure that they are familiar with the terrain and growing conditions along the area indicated in section 4.1, above “Locations of areas to be thinned” and to complete the work within the estimated time frame of 1 week from contract award.
  - If the contractor does not execute any of the provisions of the contract and does not correct this breach within ten (10) days following receipt of written notice from the project manager specifying this breach, the Commission will request Natural Resources Canada to issue a “stop work order”.

**SW.10.0 TRAVEL**

The is no travel for this requirement.

**SW.11.0 ASSUMPTIONS AND CONSIDERATIONS**

If, as a result of any strike or lockout, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

Schedule and Estimated Level of Effort (Work Breakdown Structure) timeline might change at any time in the project.

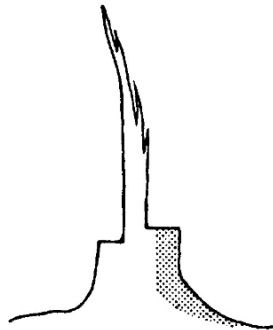
**SW.12.0 DIVERSITY**

Natural Resources Canada is committed to making our department more inclusive for everyone and fostering an equitable workplace culture that values diversity and creates an environment that is welcoming and rewarding for all. We encourage the businesses that work with us to reflect these values.

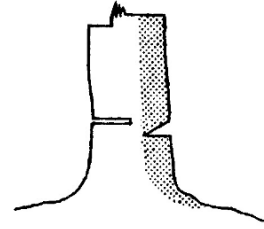
More information can be found at: <https://www.canada.ca/en/government/publicservice/wellness-inclusion-diversity-public-service/diversity-inclusion-public-service2.html>



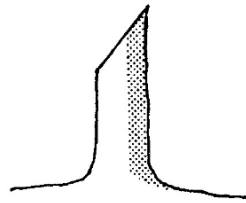
**Figure 1 to ANNEX A  
SPECIFICATIONS for STUMPS**



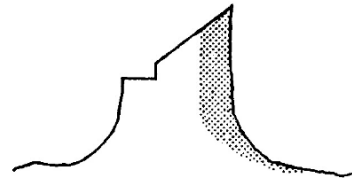
**a) Barberchaired**



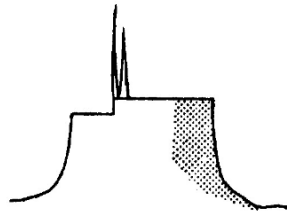
**b) Block Left**



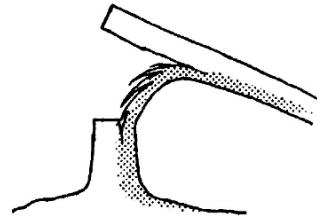
**c) Cut Off At Angle**



**d) Angled Backcut**



**e) Pulled Fibres**



**f) Incompletely Cut**

**UNACCEPTABLE STUMP PROFILES**



**ANNEX B - BASIS OF PAYMENT**

**(Will be completed at contract award)**



## ANNEX C - INSURANCE REQUIREMENTS

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. 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.



## **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 must not be considered work experience. All criteria for work experience must 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 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.

Note: Bidder must indicate the specific section and page numbers where the information relating to the mandatory criteria can be found in their proposal.



Criterion ID	Mandatory Criteria	Proposal Page #	Met/ Not Met
<b>M1</b>	<p>Companies Vista Clearing in Remote Areas experience:</p> <p>The Bidder must have a minimum of two (2) years experience from date of bid closing clearing vegetation in remote regions.</p> <ul style="list-style-type: none"> <li>• The summary must be in PDF format.</li> </ul> <p>For any relevant work experience, the Bidder must provide complete details as to;</p> <ol style="list-style-type: none"> <li>a) Where they provided the vegetation clearing function; and</li> <li>b) When they provided the vegetation clearing function; and</li> <li>c) Timeline, month and year, they provided the vegetation clearing function; and</li> <li>d) How, through which activities/responsibilities, the vegetation clearing experience was obtained.</li> </ol> <p>*NRCan reserves the right to contact the named client project authorities to verify the accuracy of the information provided. References will only be contacted to confirm the information provided.</p>		
<b>M2</b>	<p>Companies work site Supervisor Representative:</p> <p>The Bidder's proposed Supervisor must have a minimum of eight (8) months' previous experience.</p> <p>As an On-Site Supervisor for work requiring the clearing of vegetation in remote regions:</p> <p>The Bidder must provide a résumé for the On-Site Supervisor that demonstrates the required experience.</p> <p>Note: References will only be contacted to confirm the information provided.</p> <p>NRCan reserves the right to contact the named client project authorities to verify the accuracy of the information provided.</p>		





Criterion ID	Mandatory Criteria	Proposal Page #	Met/ Not Met
<b>M3</b>	<p>Companies Survey Instrument Personnel:</p> <p>The Bidder's proposed Survey Instrument personnel</p> <p>Or</p> <p>proposed <u>Subcontract</u> Survey Instrument personnel, must have a minimum of one (1) year's experience from date of bid close.</p> <p>Or</p> <p>an **equivalent amount of training (or combination thereof), in the use of survey instrumentation,</p> <p>The Bidder must provide a résumé of the proposed personnel that demonstrates the required experience.</p> <p>**Equivalent training is defined as 12 months of survey practice school, 6 months of survey practice school + 6 months of survey practice work/internship</p>		
<b>M4</b>	<p>Companies Vista Clearing Personnel:</p> <p>The Bidder must demonstrate that all of its proposed personnel to perform the work have a minimum of six (6) 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.</p> <p>And</p> <p>The Bidder must provide a list of the proposed personnel, detailing their training/experience.</p> <p>**Equivalent training is defined as 12 months of survey practice school, 6 months of survey practice school + 6 months of survey practice work/internship</p>		



Criterion ID	Mandatory Criteria	Proposal Page #	Met/ Not Met
<p><b>M5</b></p>	<p>Companies Safety Equipment:</p> <p>The Bidder must provide an equipment list demonstrating that the Offeror has, as a minimum, the following types of equipment suitable to perform the required vegetation clearing safely and effectively:</p> <p>Safety-regulated Communications Equipment and Safety Equipment:</p> <p>Communication equipment should consist of cellular phone and/or satellite phone and/or two-way radio.</p> <p>Safety Equipment required ensuring safe worker conditions is based on the remoteness and the proposed cutting equipment. (i.e. Personal Protective clothing and equipment, firearms, First Aid, etc).</p> <p>And</p> <p>Survey Instrumentation (whether that of Offeror or Subcontractor), consisting of a theodolite, total station, survey grade GPS positioning system:</p> <p>Survey Instrumentation is defined as a 15cm (6 inches) online positioning quality at 95% precision.</p> <p>And</p> <p>Cutting equipment to be used for vegetation of a 1"-3, 3"-16", and greater than 16" diameter with confirmation that chain saws must meet the CSA Standard Z62.1-95). Note: The bidder should have adequate numbers for all proposed personnel performing the work.</p>		
<p><b>M6</b></p>	<p>Companies Preliminary Plan:</p> <p>The Bidder must provide a Preliminary Plan detailing its proposed approach for delivering the most clearance for the budget provided.</p> <p>The approach must be presented in PDF format.</p>		



**APPENDIX 2 - FINANCIAL BID PRESENTATION SHEET**

The unit cost per kilometer offered by the Bidder for the work should be all-inclusive in Canadian funds prices. Applicable taxes are excluded. Any Travel and Living Expenses and other miscellaneous expenses must be included in the firm unit price per km.

Length of Vista to be Cleared - The distance evaluation must be done from the tree line north of monument 79 in the Whiting River Valley following the border northwesterly to the tree line north of the Alsek River. It is the responsibility of the Contractor to determine the horizontal distance (mean sea level) to be cleared including the alpine area.

**Funding Limitation**

The maximum funding available per fiscal year for the Contract resulting from the bid solicitation is \$400,000.00 (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 included a) the price to perform the work, b) any travel and living and c) miscellaneous expenses that may be required.

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

The following table will be used for the Financial Evaluation:

Description	Unit Price per km (Applicable Taxes Excluded)
Year 1 – From Date of Award to March 31, 2025	
Vista Clearing as identified in the Statement of Work at Annex A.	\$ _____/km
Optional year 1 – April 1, 2025 to March 31, 2026	
Vista Clearing as identified in the Statement of Work at Annex A.	\$ _____/km
Optional year 2 – April 1, 2026 to March 31, 2027	
Vista Clearing as identified in the Statement of Work at Annex A.	\$ _____/km



The table below is included for information purposes only and will not be used for evaluations.

A	B	C	D (BxC)
Description	Unit price per km	Number of estimated kilometres	Total Costs (Applicable Taxes Excluded)
Year 1 – From Date of Award to March 31, 2025			
Vista Clearing as identified in the Statement of Work at Annex A.	\$		\$
Optional year 1 – April 1, 2025 to March 31, 2026			
Vista Clearing as identified in the Statement of Work at Annex A.			
Optional year 2 – April 1, 2026 to March 31, 2027			
Vista Clearing as identified in the Statement of Work at Annex A.			