



TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION 4

1. Introduction 4

2. Summary 4

3. Security Requirement 5

4. Debriefings 5

PART 2 - SUPPLIER INSTRUCTIONS 6

1. Standard Instructions, Clauses and Conditions 6

2. Submission of Arrangements 6

3. Former Public Servant - Notification 7

4. Federal Contractors Program for Employment Equity - Notification 7

5. Enquiries - Request for Supply Arrangements 7

6. Applicable Laws 7

PART 3 - ARRANGEMENT PREPARATION INSTRUCTIONS 8

1. Arrangement Preparation Instructions 8

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION 10

1. Evaluation Procedures 10

1.1 Technical Evaluation 10

2. Basis of Selection 12

PART 5 - CERTIFICATIONS 13

1. Certifications Precedent to Issuance of a Supply Arrangement 13

1.1 Declaration of Convicted Offences 13

1.2 Integrity Provisions - List of Names 13

1.3 Former Public Servant Certification 13

1.4 Status and Availability of Resources 15

1.5 Education and Experience 15

1.6 Contractual Capacity and Joint Venture Contractual Capacity 15

1.7 Aboriginal Designation 16

PART 6 - SUPPLY ARRANGEMENT AND RESULTING CONTRACT CLAUSES 17

A) SUPPLY ARRANGEMENT 17

1. Arrangement 17

2. Security Requirement 17

3. Standard Clauses and Conditions 17

3.1 General Conditions 17

3.2 Supplemental General Conditions 17

4. Term of Supply Arrangement 19

4.1 Term of Supply Arrangement 19

4.2 Option to Extend the Supply Arrangement Period 19

4.3 On-Going Opportunity for Qualification 19

4.4 Estimated Utilization and Volume - Supply Arrangement 20

5. Notification of Withdrawal from the Supply Arrangement 20

6. Authorities 21

6.1 Supply Arrangement Authority 21

6.2 Supplier’s Representative 21

7. Identified Users 21

8. Priority of Documents 21

9. Certifications 21

9.1 Compliance 21

10. Applicable Laws 22

11. Contract Administration 22

B) BID SOLICITATION 22

1. Bid Solicitation Documents 22

2. Bid Solicitation Process 22

3. Overview of the Procurement Process 23

C) RESULTING CONTRACT CLAUSES 24

1. Statement of Work 24

2. Priority of Documents 24



- 3. Term of Contract 24
 - 3.1 Period of the Contract 24
- 4. Contract Amount 24
- 5. Standard Clauses and Conditions 24
 - 5.1 General Conditions..... 24
 - 5.2 Insurance 25
 - 5.3 Intellectual Property 25
 - 5.4 Supplemental General Conditions..... 25
- 6. Security Requirement 26
- 7. Authorities..... 26
 - 7.1 Contracting Authority 26
 - 7.2 Project Authority..... 27
- 8. Certifications..... 27
- 9. Applicable Laws 27
- 10. Contract Administration 27
- ANNEX "A" - STATEMENT OF WORK 28**
 - SW1 Title 28
 - SW2 Background 28
 - SW3 Objectives 28
 - SW4 Project Requirements 28
 - SW4.1 Tasks, Deliverables, Milestones and Schedule 28
 - SW4.2 Method and Source of Acceptance 29
 - SW4.3 Specifications and Standards..... 29
 - SW5 Other Terms and Conditions of the SOW 30
 - SW5.1 Estimated Period of the Contract 30
 - SW5.2 Location of Work, Work Site and Delivery Point..... 30
 - SW5.3 Insurance Requirements 30



PART 1 - GENERAL INFORMATION

1. Introduction

The Request for Supply Arrangement (RFSA) is divided into six (6) parts plus attachments and annexes, as follows:

- Part 1: General Information:** provides a general description of the requirement;
- Part 2: Supplier Instructions:** provides the instructions applicable to the clauses and conditions of the RFSA;
- Part 3: Arrangement Preparation Instructions:** provides suppliers with instructions on how to prepare the arrangement to address the evaluation criteria specified;
- Part 4: Evaluation Procedures and Basis of Selection:** indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the arrangement, the security requirement and the basis of selection;
- Part 5: Certifications:** includes the certifications to be provided; and
- Part 6: 6A - Supply Arrangement:** includes the Supply Arrangement (SA) with the applicable clauses and conditions;
6B - Bid Solicitation: includes the instructions for the bid solicitation process within the scope of the SA;
6C - Resulting Contract Clauses: includes general information for the conditions which will apply to any contract entered into pursuant to the SA.

The Annexes include:

Annex "A" - Statement of Work

and any other annexes that may apply to this RFSA.

2. Summary

Construction of Turn-Key Geological Field Camps for the Geo-mapping for Energy (GEM) Program in remote areas of Northern Canada. GEM Activity to be confirmed each year.

There is no security requirement associated with this request.

This procurement is subject to the provisions of the following Trade Agreements:

- World Trade Organization on Government Procurement (WTO-AGP)
- North American Free Trade Agreement (NAFTA)
- Agreement on Internal Trade (AIT)
- Canada-Chile Free Trade Agreement (CCFTA)
- Canada-Peru Free Trade Agreement (CPFTA)
- Canada-Colombia Trade Agreement
- Canada-Panama Trade Agreement

This procurement includes the following Comprehensive Land Claims Agreement(s) (CLCAs):

- Yukon, Northwest Territories and Nunavut Land Claims Agreements



3. Security Requirement

There is no security requirement associated with the requirement of the Supply Arrangement.

4. Debriefings

After issuance of a Supply Arrangement, suppliers may request a debriefing on the results of the Request for Supply Arrangement process. Suppliers should make the request to the Supply Arrangement Authority within 15 working days of receipt of the results of the Request for Supply Arrangement process. The debriefing may be in writing, by telephone or in person.



PART 2 - SUPPLIER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

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

Suppliers who submit an arrangement agree to be bound by the instructions, clauses and conditions of the RFSA and accept the clauses and conditions of the Supply Arrangement and resulting contract(s).

The **2008 (2015-07-03) - Standard Instructions - Request for Supply Arrangements - Goods or Services**, are incorporated by reference into and form part of the RFSA.

Subsection 5.4 - Submission of Arrangements of 2008 (2015-07-03) - Standard Instructions - Request for Supply Arrangements - Goods or Services, is amended as follows:

DELETE: sixty (60) days
INSERT: one hundred and twenty (120) days

Subsection 6.0 - Late Arrangements of 2008 (2015-07-03) - Standard Instructions - Request for Supply Arrangements - Goods or Services, is amended as follows:

DELETE: PWGSC
INSERT: NRCan

Subsection 8.1 - Transmission by Facsimile of 2008 (2015-07-03) - Standard Instructions - Request for Supply Arrangements - Goods or Services, is amended as follows:

DELETE: 819-997-9776
INSERT: 613- 995-2920

2. Submission of Arrangements

Arrangements must be submitted only to Natural Resources Canada (NRCan) Bid Receiving Unit by the date, time and place indicated on Page 1 of the Request for Supply Arrangements.

Natural Resources Canada
Bid Receiving Unit - Mailroom
588 Booth Street, Room 108
Ottawa, Ontario K1A 0Y7
Attention: Valerie Holmes

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

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

NOTE: WHEN SUBMITTING A BID TO THIS REQUIREMENT, BIDDERS MUST ENSURE THAT THE RFSA NUMBER AND CLOSING DATE ARE CLEARLY DETAILED ON ALL ENVELOPES, INCLUDING COURIER ENVELOPES AND/OR BOXES, IN ORDER TO AVOID ANY CONFUSION AT THE BID RECEIPT UNIT WHEN PACKAGES ARE RECEIVED WITHOUT ANY INDICATION AS TO WHAT THEY ARE FOR.



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

3. Former Public Servant - Notification

Service contracts awarded to former public servants in receipt of a pension or a lump sum payment must bear the closest public scrutiny and reflect fairness in the spending of public funds. Therefore, the bid solicitation will require that you provide information that, were you to be the successful bidder, your status with respect to being a former public servant in receipt of a pension or a lump sum payment, will be required to report this information on the departmental websites as part of the published proactive disclosure reports generated in accordance with Treasury Board policies and directives on contracts with former public servants, [Contracting Policy Notice 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

4. Federal Contractors Program for Employment Equity - Notification

The Federal Contractors Program (FCP) for employment equity requires that some contractors make a formal commitment to Employment and Social Development Canada (ESDC) - Labour to implement employment equity. In the event that this Supply Arrangement would lead to a contract subject to the Federal Contractors Program (FCP) for employment equity, the bid solicitation and resulting contract templates would include such specific requirements. Further information on the Federal Contractors Program (FCP) for employment equity can be found on [Employment and Social Development Canada \(ESDC\) - Labour's](#) website.

5. Enquiries - Request for Supply Arrangements

All enquiries must be submitted in writing to the Supply Arrangement Authority no later than **three (3)** calendar days before the Request for Supply Arrangements (RFSA) closing date. Enquiries received after that time may not be answered.

Suppliers should reference as accurately as possible the numbered item of the RFSA to which the enquiry relates. Care should be taken by Suppliers 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 questions or may request that Suppliers do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all Suppliers. Enquiries not submitted in a form that can be distributed to all Suppliers may not be answered by Canada.

6. Applicable Laws

The Supply Arrangement and any contract resulting from the Supply Arrangement must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

Suppliers may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their offer, 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 Suppliers.



PART 3 - ARRANGEMENT PREPARATION INSTRUCTIONS

1. Arrangement Preparation Instructions

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

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

HARD COPY:

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

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

Section III: Certifications - 1 copy

OR:

ELECTRONIC STORAGE MEDIA:

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

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

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

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

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

Note: NRCan will accept either Hard copy or Electronic Storage Media submitted bids. However, it is NRCan's preference that bids be submitted on Electronic Storage Media in order for us to adhere to our Green Initiative.

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

All fees, associated with the transfer of data or of all documents as may be required by NRCan as part of the solicitation process, are the responsibility of the Bidder. No costs incurred by the Bidder before receipt of a signed contract or specified written authorization from the Contracting Authority can be charged to any resulting contract.

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

b) **Format of Bid:** Canada requests that bidders follow the format instructions described below in the preparation of their bid :

- i. use 8.5 x 11 inch (216 mm x 279 mm) paper;
- ii. use a numbering system that corresponds to the bid solicitation;



- iii. include a title page at the front of each volume of the bid that includes the title, date, bid solicitation number, bidder's name and address and contact information of its representative; and
- iv. Include a table of contents.

c) **Canada's Policy on Green Procurement:** The policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process. See the [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders are encouraged to:

- i. use paper containing fibre certified as originating from a sustainably-managed forest and/or containing minimum 30% recycled content; and
- ii. use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

1. Section I: Technical Bid

In the technical arrangement, Suppliers should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

2. Page 1 of the RFP Document

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

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

3. Section II: Certifications

Bidders must submit the certifications as per Annex "D".



PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

- (a) The Mandatory Requirements listed below will be evaluated on a simple pass/fail basis. Proposals which fail to meet the Mandatory Requirements will be deemed non-responsive and will be given no further consideration.
- (b) Proposals **MUST** demonstrate compliance with ALL of the following Mandatory Requirements and **MUST** provide the necessary details and documentation, as appropriate, to support compliance.
- (c) An evaluation team composed of representatives of Canada will evaluate the offers.

1.1 Technical Evaluation

1.1.1 Mandatory Technical Criteria

Item	Mandatory Requirement	Compliant	Proposal Page #
M1	The Construction Team Leader MUST have a minimum of five (5) years of experience setting up field camps (as described in M2 and M3 below) in remote areas of Northern Canada Note: Additional experience will be evaluated under the Point Rated Requirements R1.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
M2	The Bidder MUST provide a minimum of three (3) examples of experience in mobilizing, constructing and demobilizing temporary field camps (10 - 20 people) in remote areas of Northern Canada as specified in the SOW (tundra/below tree line/NU/NWT). Note: Additional projects will be evaluated under the Point Rated Requirements R2 and R3.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
M3	The Bidder MUST provide the rental and transport of communal tents / generators / heaters.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
M4	The Bidder MUST provide three (3) relevant references, from three (3) different projects that can validate the experience of the Bidder. Note: Relevant means projects of the same nature of this requirement.	<input type="checkbox"/> Yes <input type="checkbox"/> No	

1.1.2 Point Rated Technical Criteria

Point Rated Requirements:				
Item	Requirement	Points Breakdown	Max Points	Illustrated Compliance
R1	The Construction Team Leader has a minimum of five (5) years of experience setting up field camps, similar to the requirements identified in the SOW.	>10 - 11 years 5 >11 - 12 years 7 >12 - 13 years 8 >13 - 15 years 9 >15 years 10	10	



Point Rated Requirements:				
Item	Requirement	Points Breakdown	Max Points	Illustrated Compliance
R2	<p>The Bidder has constructed camps with similar requirements in terms of size, style of construction / infrastructure to those described in this request in Northern Canada. Refer to Project Requirements of the SOW</p> <p>Please include brief project summaries that include:</p> <ul style="list-style-type: none"> - Name of client; - Brief description of camp, ideally with photos - Dates and duration of the camp - # of occupants in the camp - Description of tents / electrical / plumbing / waste management / kitchen infrastructure 	3 projects 2 4 - 5 projects 5 6 - 8 projects 8 9 - 10 projects 9 >10 projects 10	10	
R3	<p>The Bidder has provided provision of camp construction services in remote areas of Northern Canada as specified in the SOW (tundra/below tree line/NU/NWT).</p> <p>Please include project summaries that include:</p> <ul style="list-style-type: none"> - Name of client - Location of camp 	3 projects 2 4 - 5 projects 5 6 - 8 projects 8 9 - 10 projects 9 >10 projects 10	10	
R4	<p>The three (3) references will be contacted to validate the following information about the Bidder:</p> <ul style="list-style-type: none"> a) Services were provided on time; b) Services delivered on budget; c) Services performed to the satisfaction of the client <p>The Bidder can provide Letters of Reference where the references have rated the Bidder as detailed herein</p>	<p>Three (3) project references will be evaluated as follows:</p> <p>Up to 2 points for each criteria:</p> <ul style="list-style-type: none"> a) on time b) on budget c) satisfaction 	18	
R5	<p>The Bidder has hired, in past projects local Inuit/Aboriginal/Metis laborers to assist with mobilizing and demobilizing field camps.</p> <p>After demobilization, names of Inuit/Aboriginal/Metis laborer with dates and duties have to be submitted to activity leads.</p>	Yes 5 No 0	5	
Total Points Available			53	
Total Points needed to be Considered Compliant (50%)			27	



2. Basis of Selection

Highest Technical Points Score Achieved

The successful bidder(s) (to be recommended for Supply Arrangement award) will be selected on the basis of the responsive (compliant) proposal that scores the highest total number of rating points.

It is NRCan's intention to award up to three (3) Supply Arrangements.



PART 5 - CERTIFICATIONS

Suppliers must provide the required certifications to be issued a Supply Arrangement (SA).

Compliance with the certifications Suppliers provide to Canada is subject to verification by Canada during the arrangement evaluation period (before issuance of a Supply Arrangement) and after issuance of a Supply Arrangement. The Supply Arrangement Authority will have the right to ask for additional information to verify Supplier's compliance with the certifications before issuance of a Supply Arrangement. The arrangement will be declared non-responsive if any certification made by the Supplier is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Supply Arrangement Authority for additional information will also render the offer non-responsive.

1. Certifications Precedent to Issuance of a Supply Arrangement

The certifications listed below should be completed and submitted with the Arrangement. If any of these required certifications is not completed and submitted as requested, the Supply Arrangement Authority will so inform the Supplier and provide the Supplier with a timeframe within which to meet the requirement. Failure to comply with the Supply Arrangement Authority and meet the requirements within that timeframe will render the Arrangement non-responsive.

1.1 Declaration of Convicted Offences

As applicable, pursuant to subsection Declaration of Convicted Offences of section 01 of the Standard Instructions, the Supplier must provide with its arrangement, a completed [Declaration Form](http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html) (http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html), to be given further consideration in the procurement process.

1.2 Integrity Provisions - List of Names

Suppliers, who are incorporated, including those submitting an arrangement as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Supplier.

Suppliers submitting an arrangement as sole proprietorship, as well as those submitting an arrangement as a joint venture must provide the name of the owner(s).

Suppliers submitting an arrangement as societies, firms or partnerships do not need to provide lists of names.

List of Directors of the Supplier:

1.3 Former Public Servant Certification

Contracts with 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 spending public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, bidders must provide the information required below.

Definitions

For the purposes of this clause,



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

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

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

"Pension" means, 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 Pension Continuation Act](#), R.S., 1985, c. R-11, the [Members of Parliament Retiring Allowances Act](#), R.S., 1985, c. M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), R.S., 1985, c. C-8.

Former Public Servant (FPS) in Receipt of a Pension

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

If so, the Bidder must provide the following information:

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

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

Work Force Reduction Program

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

If so, the Bidder must provide the following information:

- (a) Name of former public servant: _____
- (b) Conditions of the lump sum payment incentive: _____
- (c) Date of termination of employment: _____
- (d) Amount of lump sum payment: _____
- (e) Rate of pay on which lump sum payment is based: _____
- (f) Period of lump sum payment including:
 Start date: _____
 End date: _____
 Number of weeks: _____
- (g) Number and amount (professional fees) of other contracts subject to the restrictions of a work force reduction program: _____
- (h) Other Contracts subject to Work Force Reduction Program Restrictions:

Contract Number:

Contract Amount (Professional Fees):



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 the Goods and Services Tax or Harmonized Sales Tax.

Signature of Authorized Company Official

Date

1.4 Status and Availability of Resources

The Bidder certifies that, should it be awarded a Supply Arrangement as a result of this RFSA, 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 Supply Arrangement Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

Signature of Authorized Company Official

Date

1.5 Education and Experience

The Bidder certifies that all the information provided in the résumés and supporting material submitted with the arrangement, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Supplier to be true and accurate.

Signature of Authorized Company Official

Date

1.6 Contractual Capacity and Joint Venture Contractual Capacity

The Bidder shall have the legal capacity to contract. If the Bidder is a sole proprietorship, a partnership or a corporate body, the Bidder shall provide a statement indicating the laws under which it is registered or incorporated together with the registered or corporate name and place of business.

1.6.1 Joint Venture

A joint venture is an association of two or more parties who temporarily combine their money, property, knowledge, or other resources in a joint business enterprise. There are two types of joint ventures, the incorporated joint venture and the contractual joint venture, i.e., formed through a contractual agreement between the parties. The



following information should be provided with the proposal: type of joint venture (incorporated or contractual), the names and addresses of the members of the joint venture.

If a Contract is awarded to a contractual joint venture all members of the joint venture shall be jointly and severally or solidarily liable for the performance of the contract.

1.7 Aboriginal Designation

An Aboriginal business, which can be:

- i. a band as defined by the Indian Act
- ii. a sole proprietorship
- iii. a limited company
- iv. a co-operative
- v. a partnership
- vi. a not-for-profit organization

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

OR

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.

This is to confirm:

- Our Company is an Aboriginal Firm, as identified above
- Our Company is NOT an Aboriginal Firm

Signature of Authorized Representative

Date

Certification

By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

Signature of Authorized Company Official

Date



PART 6 - SUPPLY ARRANGEMENT AND RESULTING CONTRACT CLAUSES

A) SUPPLY ARRANGEMENT

1. Arrangement

The Supply Arrangement covers the Work described in Annex "A" - Statement of Work.

2. Security Requirement

There is no security requirement associated with this Agreement.

3. Standard Clauses and Conditions

All clauses and conditions identified in the Supply Arrangement and resulting contract(s) by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual issued by Public Works and Government Services Canada.

3.1 General Conditions

2020 (insert applicable date) - General Conditions - Supply Arrangements - Goods or Services, apply to and form part of the Supply Arrangement.

Section 1 - Interpretation of 2020 (insert applicable date), should be amended as follows:

DELETE: Public Works and Government Services Canada
INSERT: Natural Resources Canada

3.2 Supplemental General Conditions

3.2.1 International Sanctions

1. Persons in Canada, and Canadians outside of Canada, are bound by economic sanctions imposed by Canada. As a result, the Government of Canada cannot accept delivery of goods or services that originate, either directly or indirectly, from the countries or persons subject to [economic sanctions](#).
2. The Contractor must not supply to the Government of Canada any goods or services which are subject to economic sanctions.
3. The Contractor must comply with changes to the regulations imposed during the period of the Contract. The Contractor must immediately advise Canada if it is unable to perform the Work as a result of the imposition of economic sanctions against a country or person or the addition of a good or service to the list of sanctioned goods or services. If the Parties cannot agree on a work around plan, the Contract will be terminated for the convenience of Canada in accordance with section 30.

3.2.2 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. (AMC). The parties acknowledge receipt of the rules of AMC. The cost of mediation shall be borne equally by the parties.



Arbitration

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

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

Meaning of "Dispute"

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

Organizations are encouraged to select from one of the following two options:

Option 1:

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.

Option 2:

Each party hereby:

- a) consents to fully participate in and bear the cost of any dispute resolution process proposed by the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the Department of Public Works and Government Services Act to resolve a dispute between the parties respecting the interpretation or application of a term or condition this contract; and
- b) agrees that this provision shall, for purposes of section 23 of the Procurement Ombudsman Regulations, constitute such party's agreement to participate in and bear the cost of such process.

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.

3.2.3 Withholding Tax of 15 Percent (%)

The Contractor agrees that, pursuant to the provisions of the Income Tax Act, Canada is empowered to withhold an amount of 15% of the price to be paid to the Contractor, if the Contractor is a non-resident Contractor as defined in said Act. This amount will be held on account with respect to any liability for taxes which may be owed to Canada.

3.2.4 Foreign Nationals (Canadian Contractor)

The Contractor must comply with Canadian immigration requirements applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to work in Canada to fulfill the Contract, the Contractor should immediately contact the nearest Service Canada regional office to enquire about Citizenship and Immigration Canada's requirements to issue a temporary work permit to a foreign national. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.



3.2.5 Foreign Nationals (Foreign Contractor)

The Contractor must comply with Canadian immigration legislation applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to work in Canada to fulfill the Contract, the Contractor should immediately contact the nearest Canadian Embassy, Consulate or High Commission in the Contractor's country to obtain instructions, information on Citizenship and Immigration Canada's requirements and any required documents. The Contractor is responsible to ensure that foreign nationals have the required information, documents and authorizations before performing any work under the Contract in Canada. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.

3.2.6 Values and Ethics

In carrying out the Work under the terms and conditions of this Contract, the Contractor shall adhere to the provisions and practices of the Values and Ethics Code for the Public service (2003), namely, but not restricted to, the provisions pertaining to Respect for Diversity, Human Dignity and People Values. The following link provides the policy reference: http://www.tbs-sct.gc.ca/pubs_pol/hrpubs/tb_851/vec-cve-e-eng.asp

3.2.7 Closure of Government Offices

Contractor employees are personnel of the Contractor and are paid by the Contractor on the basis of services rendered. Where Contractor's employees are providing services on government premises pursuant to this contract and the said premises become non-accessible due to evacuation or closure of government offices and consequently no work is being performed as a result of the closure, Canada will not be liable for payment to the Contractor for the period of the closure.

4. Term of Supply Arrangement

4.1 Term of Supply Arrangement

The period of the Supply Arrangement shall be from date of award of Agreement to **March 31, 2017**. The exact dates will be provided in each individual Request for Proposal.

4.2 Option to Extend the Supply Arrangement Period

The Contractor grants to NRCan the irrevocable option to extend the period of the Arrangement for up to **four (4)** additional **twelve (12)** month periods, under the same terms and conditions stated in the Supply Arrangement.

The option may only be exercised by the Supply Arrangement Authority, at the request of the Project Authority, and will be evidenced, for administrative purposes only, through a contract amendment. NRCan may exercise the option, or any extension thereof, at any time by written notice to the Contractor at least 30 calendar days prior to the contract expiry date.

4.3 On-Going Opportunity for Qualification

NRCan reserves the right to post a Notice, once a year, on the [Government Electronic Tendering Service \(GETS\)](#) to allow new Suppliers to become qualified. Existing qualified Suppliers, who have been issued a Supply Arrangement, will not be required to submit a new requirement, unless there are some changes made to the requirement.



4.4 Estimated Utilization and Volume - Supply Arrangement

It is currently estimated that the total amount that could be called up by NRCan against the proposed Supply Arrangement would be approximately \$150,000.00 per year for a total usage not to exceed \$600,000.00 for the entire duration of the RFSA. The anticipated dollar value of individual contracts will vary by requirement.

5. Notification of Withdrawal from the Supply Arrangement

5.1 In the event that an SA Holder wishes to withdraw from this SA, the SA Holder shall advise the NRCan SA Authority, in writing of its desire to be removed from the SA Holders list and withdraw the SA. After receipt of such notice, the SA Authority will remove the SA Holder from the SA Holders list and consider the SA arrangement no longer valid. The SA Holder acknowledges that its withdrawal from the SA Holders list and SA will not affect any Contracts entered into prior to the receipt by the NRCan SA Authority of such notice.

5.2 If during the course of the SA the NRCan SA Authority becomes aware that the contractor is in violation of the terms and conditions of this SA or any resulting Contract, NRCan may withdraw the SA Holder from the SA Holders list and remove authorization to use the SA, in the manner set-out below or take other appropriate action.

5.3 NRCan may, by giving thirty (30) days written notice to the SA Holder, withdraw the SA Holder from the SA Holders list and remove authorization from the project authority to use the SA. NRCan acknowledges that withdrawal of the SA Holder from the SA Holders list and removal of authorization to use the SA will not, through this action alone, affect any contracts made prior to the issuance of such notice.

5.4 Conditions which may result in withdrawal of authorization to use the SA include:

5.4.1 Documented history of chronic poor contract performance.

Upon the award of each contract, and upon the completion of each deliverable, the Contractor will be provided with a Report Card detailing their contract performance on a deliverable basis and once the contract is finalized, a Final Report Card will be provided detailing the overall outcome of the Contractor's contract performance which will determine if a penalty will be applied or the Supply Arrangement withdrawn (Refer to Annex "B" - Report Card for more details); or

5.4.2 Documented history of chronic late contract performance.

As detailed above in 5.4.1, the Contractor will be provided with a Report Card upon the completion of each deliverable and upon the completion of the contract to determine their performance, which will include punctuality. The Contractor will be provided with their results, taking into account their punctuality on delivering each deliverable and the timely completion of the contract. The results of the Report Card will determine if a penalty will be applied or the Supply Arrangement withdrawn (Refer to Annex "B" - Report Card for more details); or

5.4.3 Documented history of chronic violation of any of the specific terms and conditions detailed in this SA.

The NRCan SA Authority will meet directly or via teleconferencing with the contractor and the designated contracting authority within thirty (30) days after reported instances of any such violation. If, after meeting with the contractor, the situation is not improved within thirty (30) days, the SA Holder may be withdrawn from the SA Holders list, and authorization to the project authority/contracting authority to use the SA will be withdrawn;

5.5 Each reported instance of violation will be investigated by the NRCan SA Authority to confirm that the contractor is indeed in violation of the terms and conditions of the SA, or contract(s).



5.6 Withdrawal of authorization to use the SA, for whatever reason, does not remove the right of the NRCan SA Authority or the project authority/ contracting authority to pursue other measures that may be available.

6. Authorities

6.1 Supply Arrangement Authority

The Supply Arrangement Authority is:

Valerie Holmes
Procurement Specialist
Natural Resources Canada
580 Booth Street, 5th Floor
Ottawa, Ontario
K1A 0E4
Telephone: (343) 292-8371
Facsimile: (613) 947-5477
Email: valerie.holmes@canada.ca

The Supply Arrangement Authority is responsible for the issuance of the Supply Arrangement, its administration and its revision, if applicable.

6.2 Supplier’s Representative

Name: _____
Title: _____
Organization: _____
Address: _____
Telephone: _____
Facsimile: _____
Email: _____

7. Identified Users

The Identified user is: **Natural Resources Canada**

8. 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 the Supply Arrangement
- b) The General Conditions 2020 (*insert applicable date*) - General Conditions - Supply Arrangement - Goods or Services
- c) The supplemental general conditions identified herein
- d) Annex “A” - Statement of Work
- e) The Supplier’s Arrangement dated _____.

9. Certifications

9.1 Compliance

The continuous compliance with the certifications provided by the Supplier in its arrangement and the ongoing cooperation in providing additional information are conditions of issuance of the Supply Arrangement (SA). Certifications are subject to verification by Canada during the entire period of the SA and of any resulting contract



that would continue beyond the period of the SA. If the Supplier does not comply with any certification, fails to provide the additional information, or if it is determined that any certification made by the Supplier in the arrangement is untrue, whether made knowingly or unknowingly, Canada has the right to terminate any resulting contract for default and suspend or cancel the Supply Arrangement.

10. Applicable Laws

The Supply Arrangement (SA) and any contract resulting from the Supply Arrangement must be interpreted and governed, and the relations between the parties determined, by the laws in force in (*determined at time of each RFP*).

11. 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.

B) BID SOLICITATION

1. Bid Solicitation Documents

The bid solicitation will contain, as a minimum, the following:

- a) Security Requirement (if applicable);
- b) A complete description of the Work to be performed;
- c) 2003 (2015-07-03) - Standard Instructions - Goods of Services - Competitive Requirements;

Subsection 3 of Section 01, Integrity Provisions - Bid incorporated by reference above is deleted in its entirety and replaced with the following:

3. List of Names

- a) Bidder who are incorporated or who are a sole proprietorship, including those bidding as a joint venture, have already provided a list of names of all individuals who are directors of the Bidder, or the name of the owner, at the time of submitting an arrangement under the Request for Supply Arrangement (RFSA).
- b) These Bidders must immediately inform Canada in writing of any changes affecting the list of directors during this procurement process.

- d) Bid Preparation Instructions
- e) Instructions for the submission of bids (address for submission of bids, bid closing date and time);
- f) Evaluation procedures and Basis of Selection;
- g) Financial Capability (if applicable)
- h) Certifications
- i) Conditions of the Resulting Contract

2. Bid Solicitation Process

- 2.1 Bids will be solicited for specific requirements within the scope of the Supply Arrangement (SA) from suppliers who have been issued a SA.
- 2.2 The bid solicitation will be sent directly to suppliers.



3. Overview of the Procurement Process for RFSA and RFPs

This RFSA is the first of a **two-stage** procurement process.

At Stage 1, the procurement framework for subsequent contracts will be detailed. Suppliers will be evaluated against all criteria contained herein as described in Part 4 - Evaluation Procedures and Basis of Selection and SA's will be issued to those suppliers who are deemed compliant for all the criteria.

At Stage 2, contracts will be issued based on the framework as requirements arise according to the process described in Part 4 - Evaluation Procedures and Basis of Selection.

Stage 1 - Request for Supply Arrangement (RFSA) and Issuance of Supply Arrangements

For Stage 1, this competitive RFSA is issued on the Government Electronic Tendering System (GETS), also known as Buy and Sell (hereinafter referred to as Buy and Sell). The Evaluation will be conducted in two (2) phases as described in Part 4 - Evaluation Procedures and Basis of Selection.

The SA's will be available for use upon signature by NRCan and will be effective on the same date for a period of two (2) years, with **three (3)** additional **one (1)** year option periods. A Supplier will be deemed to have been added to the SA Holders list(s) upon signature of SA.

Stage 2 - Issuance of Contracts and Request for Proposals (RFPs)

For Stage 2, Contracts will be entered into in accordance with the framework described in the Statement of Work, during the term of the SA.

Thresholds for Directed (Sole Source) Contracts and Competed Requirements

1. Requirements estimated at \$25,000 or less, GST/HST included

The SA Authority (Contracting Authority) or the Project Authority (acting as Contracting Authority as authorized by the SA Authority) may direct the requirement to a specific SA Holder as per the current Treasury Board Secretariat contracting policy. The Project Authority will be required to provide a rationale for his/her selection of Supplier on the file for audit trail purposes.

2. Requirements estimated over \$25,000 but less than \$250,000, GST/HST included

All pre-qualified suppliers will be invited to bid on each requirement.

Response Period: SA Holders will have a minimum ten (10) calendar days from the date of invitation to submit bids.



C) RESULTING CONTRACT CLAUSES

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 proposal, dated _____.

2. 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.

The following documents form part of and are incorporated into this contract:

- a) The Articles of Agreement;
- b) The Request for Supply Arrangement
- c) The General Conditions - High Complexity - Services 2035 (*insert applicable date*);
- d) The supplemental general conditions identified herein;
- e) Annex "A", Statement of Work;
- f) Annex "B", Terms of Payment;
- g) Annex "C", Report Card;
- h) The Contractor's bid dated _____.

3. Term of Contract

3.1 Period of the Contract

The period of the Contract is from date of Contract award to _____ inclusive.

4. Contract Amount

- 4.1 Subject to the terms and conditions of this contract and in consideration for the performance of the work, Her Majesty shall pay to the Contractor a cumulative sum not to exceed \$ _____ (\$ _____ GST/HST included).
- 4.2 In accordance with Section 33 of the Financial Administration Act, payment under the contract is subject to there being an appropriation for the particular service for the fiscal year in which any commitment hereunder would come in course of payment.

5. Standard Clauses and Conditions

Notwithstanding that they have not been expressly articulated, all clauses and conditions identified in the Contract by number, date and title are applicable and are set out in the [Standard Acquisition Clauses and Conditions Manual](#) issued by Public Works and Government Services Canada.

5.1 General Conditions

Conditions - Professional Services - High Complexity 2035 (*insert applicable date*) 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).



5.2 Insurance

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

5.3 Intellectual Property

The contract will not result in the development of any intellectual property.

5.4 Supplemental General Conditions

The following clauses apply to this contract:

5.4.1 Dispute Resolution

Mediation

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

Arbitration

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

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

Meaning of "Dispute"

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

Organizations are encouraged to select from one of the following two options:

Option 1:

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.



Option 2:

Each party hereby:

- a) consents to fully participate in and bear the cost of any dispute resolution process proposed by the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the Department of Public Works and Government Services Act to resolve a dispute between the parties respecting the interpretation or application of a term or condition this contract; and
- b) agrees that this provision shall, for purposes of section 23 of the Procurement Ombudsman Regulations, constitute such party's agreement to participate in and bear the cost of such process.

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.

5.4.2 Values and Ethics

In carrying out the Work under the terms and conditions of this Contract, the Contractor shall adhere to the provisions and practices of the Values and Ethics Code for the Public service (2003), namely, but not restricted to, the provisions pertaining to Respect for Diversity, Human Dignity and People Values. The following link provides the policy reference. http://www.tbs-sct.gc.ca/pubs_pol/hrpubs/tb_851/vec-cve-eng.asp

5.4.3 Closure of Government Offices

Contractor employees are personnel of the Contractor and are paid by the Contractor on the basis of services rendered. Where Contractor's employees are providing services on government premises pursuant to this contract and the said premises become non-accessible due to evacuation or closure of government offices and consequently no work is being performed as a result of the closure, Canada will not be liable for payment to the Contractor for the period of the closure.

6. Security Requirement

There is no security requirement associated with this Contract.

7. Authorities

7.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: **Valerie Holmes**
Title: Procurement Specialist
Organization: Natural Resources Canada
Address: 580 Booth Street, 5th Floor
Ottawa, Ontario, K1A 0E4
Telephone: (343) 292-8371
Facsimile: (613) 947-5477
E-mail: 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.



7.2 Project Authority

The Project Authority for the Contract is: <Provided at time of Contract Award>

Name:

Title:

Organization: Natural Resources Canada

Address:

Telephone:

Facsimile:

E-mail address:

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

8. Certifications

Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or 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.

9. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in (provided at time of contract award).

10. Contract Administration

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



ANNEX “A” - STATEMENT OF WORK

SW1 Title

Construction of Turn-Key Geological Field Camps for the Geo-mapping for Energy (GEM) Program in remote areas of Northern Canada. GEM Activity to be confirmed each year.

SW2 Background

Former Prime Minister Stephen Harper announced on August 22nd 2013 renewed support for \$100 million over seven years (2013 - 2020) for the Geo-mapping for Energy and Minerals (GEM) program. The objective of GEM is to advance geological knowledge in the North to support increased natural resource exploration and inform land-use decision-making in a way that balances conservation and responsible resource development.

The Geological Survey of Canada (GSC) of Natural Resources Canada (NRCan) conducts geological mapping and research over large regions of Nunavut (NU) and the North West Territories (NWT). Although the field season can vary, camps are usually required during the months of June to August. Mapping is usually conducted by teams of (8 to 24 people, (geologists and support personnel) based out of temporary field camps.

SW3 Objectives

The goal is to establish cost effective ‘turn-key’ remote field camps from year-to-year prior to the arrival of the scientific field team on site.

SW4 Project Requirements

SW4.1 Tasks, Deliverables, Milestones and Schedule

Professional logistics and camp construction support and personnel are required to build safe, temporary field camps ready for inhibition (kitchen/office tents secured against strong winds as GSC policy; plumbing, electrical (sufficient outlets to allow charging of hand-held devices, satellite phones, laptops), Internet, kitchen appliances, hot/cold water, incinerator, showers etc. in good working order) at least 1 day before arrival of occupants. The supplier will also be responsible to remove all camping equipment and return the site to a natural state within 5-10 days after the camp has been vacated. Contractor must provide pre-field and after-field pictures. Contractor must identify numbers of northern hires in each camp provided. Environmental damage must be kept at a bare minimum.

Suitable field campsites will be identified and coordinates provided each year. Contractor has to take into consideration specific environmental requirements in northern regions and comply to all rules and regulations of licensing agencies. The camps in NU are normally mobilized and supplied with a Twin Otter aircraft equipped with tundra wheels, which will also position and remove the drummed fuel and equipment required by camp and the helicopter(s). Camps in NWT might use float planes.

Camp size, location and requirements will vary from year to year. Below is an example only of average requirements:

CAMP COMPONENT	DESCRIPTION
KITCHEN MESS FACILITY	1 x 14’ x 32’ tent on an aluminum frame with kitchen/mess/food storage/pantry capabilities. Set up consists of TWO propane cook stove, one medium size freezer, TWO refrigerators, counters, cookware for 25 people, tables, chairs, etc. The kitchen facility will be set up with a pressure pump, on demand propane water heater, small water holding tank and one oil stove. This tent is also set up with 8 - 110 volt outlets, lights and a carbon monoxide and smoke detector and include wooden floors. Electrical done to code.



CAMP COMPONENT	DESCRIPTION
DRY FACILITY	1 x 14' x 16' (or 32') tent on aluminum frame. Tent will have oil stove, 2 showers and pressure system with hot and cold water. This tent will have 110 volt power, lights, carbon monoxide and smoke detector. Shelves and mirrors (if possible). Electrical done to code.
OFFICE TENT	1 x 14' x 32' tent complete with tables and chairs (for 12 people). This tent is set up with one oil stove, 6 - 110 volt outlets, lights and carbon monoxide and smoke detectors per tent. Electrical done to code.
SLEEPER TENTS	For cook/pilot/engineer. 3 x 10' x 12' tents on aluminum frames. Each tent will have 1 bed, oil stove and 110 volt power. Setup of individual sleeper tents (Logan, provided by NRCan/TFSS) for geologists (12). No heat/electrical. Communal sleeper tent (no heat/electrical) for 3-5 people may be required (to be specified in SOW).
AMPLE PREP/STORAGE TENT	1 x 14' x 16' tent on aluminum frame. This tent will have 110 volt power, lights. Electrical done to code. 4 tables. No heater.
SOCIAL TENT	1 x 14' x 16' tent on aluminum frame. This tent is set up with one oil stove, 110 volt outlets, and carbon monoxide and smoke detectors per tent. Electrical done to code.
PIT OUTHOUSE	2 x standard wood outhouse over outhouse holes.
GENERATOR SHACK	1 x small generator shack
GENERATOR RENTALS	Main (5 KVA) and backup generator
COMMUNICATIONS - Hardware	Internet/Wi-Fi/VOIP phone
COMMUNICATIONS - Setup	Internet/Wi-Fi/VOIP phone
FUEL BERM	Self-supporting insta-berm for up to 122 drums JET A, 3 drums gasoline
GREY WATER PIT	For kitchen and shower wastewater
FIRE EXTINGUISHERS	1 for each tent equipped with a stove (kitchen, office, social, dry facility, 3 sleeper tents)
INCINERATOR	2 stage burning to meet federal emission standards
OTHER COSTS	Transport of gear to/from specified location (PSCP to transport from specified location to camp) Groceries for camp setup/takedown Camp setup/takedown labour Crew accommodations/per diems in specified location Transport of crew to/from specified location (PSCP to transport from specified location to camp)

SW4.2 Method and Source of Acceptance

All deliverables and services rendered under any contract are subject to inspection by the Project Authority. The Project Authority shall have the right to reject any deliverables that are not considered satisfactory, or require their correction before payment will be authorized.

SW4.3 Specifications and Standards

Contractor is responsible for all costs associated with mobilizing and demobilizing camp materials and his crew.



It is of utmost importance to leave the smallest environmental footprint as possible; Environment must be returned to a natural state and environmental damage must not be incurred.

In Nunavut, contractor must respect the Nunavut Land Claims Agreement (NLCA). Rules and regulations of all licenses and permits issued to GSC by Inuit Associations, NU Impact Review Board, NU Water Board, NU Research Institute and AANDC must be followed,

In NWT, rules and regulations from McKenzie Water Board must be respected (for example fuel drums must be safely stored 100 meters from shoreline).

Lumber and other equipment required for construction of camp must be transported to site. **The cutting of trees to facilitate mobilization and construction of camp must be strictly minimized.**

Blueprint of camp layout must be provided to GSC-Field Camp leader for review and approval before camp installation.

Tents must withstand 80-90 km windstorm.

All electrical done to code.

Contractor must provide camp maintenance person during camp duration if requested to deal with any camp operational issues that may arise. In addition, contractor must complete inspection with NRCan camp leader during first day to ensure quality and working order of equipment (i.e. quality of tents, functionality of stoves, generators, VOIP, etc.)

Unforeseen costs due to the replacement or repair of faulty equipment will be the responsibility of the Contractor and will not be invoiced to NRCan.

Contractor must provide pre-field and after-field pictures within 10 days after demobilization of camp and before NRCan will proceed with payment.

Contractor must identify numbers of northern hires in each camp provided within 1 week after demobilization of camp and before NRCan will proceed with payment.

SW5 Other Terms and Conditions of the SOW

SW5.1 Estimated Period of the Contract

Estimated period of contract is from June to August each year (dates to be confirmed each year). When Services will be needed, a competitive Request for Proposal will be issued to pre-qualified suppliers, each year, as needs arise.

SW5.2 Location of Work, Work Site and Delivery Point

Location of Work, Work Site and Delivery Point in Nunavut or North West Territories (camp coordinates to be confirmed each year).

SW5.3 Insurance Requirements

It is the sole responsibility of the Contractor to decide whether or not any insurance coverage is necessary for its own protection or to fulfill its obligations under the Contract, and to ensure compliance with required federal, provincial or municipal law. Any such insurance shall be provided and maintained by the Contractor at its own expense.

Any insurance secured is to the benefit and protection of the Contractor and shall not be deemed to release or diminish its liability in any manner including as may be referenced elsewhere by the provisions of this Contract.