



REFRESH

REQUEST FOR SUPPLY ARRANGEMENT

FOR

VISTA CLEARING SERVICES AT CANADA-US BORDER

FOR

NATURAL RESOURCES CANADA (NRCan)

Note to Bidders:

All Bidders wanting to become qualified under this RFSA must ensure they are in compliance with the following Act:

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

Definition of Bid-Rigging:

Section 47 of the Competition Act states:

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

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the person calling for or requesting the bids or tenders at or before the time when any bid or tender is submitted or withdrawn, as the case may be, by any person who is a party to the agreement or arrangement.**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



REFRESH:

This is a solicitation to refresh the existing Supply Arrangement NRCan-5000036378; for the provision of Vista Clearing Services between Canada and the United States boundary to Natural Resources Canada (NRCan). All potential suppliers capable of meeting the requirements of this solicitation are invited to reply to this solicitation to provide the Services under the framework of the resulting Supply Arrangement. Only suppliers that are pre-qualified at the time individual RFPs are issued against this Supply Arrangement will be eligible to bid for the requested Services.



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PART 1 – GENERAL INFORMATION

1. Introduction

This Request for Supply Arrangement (RFSA) is divided into six (6) parts plus attachments and/or 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 and the basis of selection;

Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided; and

Part 6 6A – Supply Arrangement, 6B – Bid Solicitation and 6C – Resulting Contract Clauses.

6A - includes the Supply Arrangement (SA) with the applicable clauses and conditions;

6B – includes the instructions for the bid solicitation process within the scope of the SA;

6C – includes general information for the conditions which will apply to any contract entered into pursuant to the SA.

Annexes include:

Annex “A” – Statement of Work;

Annex “B” – Basis of Payment

2. Summary

NRCan has a need to put in place a Request for Supply Arrangement (RFSA) for the delivery of vista clearing services between the Canada-US boundary.

2.1 Trade Agreements

The requirement is subject to the provisions of the Agreement on Internal Trade (AIT).

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

F004 Land Treatment Practices Services (plowing/clearing, etc.)

F059 Natural Resources and Conservation Services

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



2.2 *Comprehensive Land Claims Agreement*

The Request for Supply Arrangements (RFSAs) is to establish supply arrangements for the delivery of the requirement detailed in the RFSAs to the Identified Users across Canada, excluding locations within Yukon, Northwest Territories, Nunavut, Quebec, and Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirement for deliveries to locations within CLCAs areas within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador will have to be treated as a separate procurement, outside of the resulting supply arrangements.

3. Security Requirements

There is no security requirement associated with this request. However, a valid passport is required

4. Debriefings

Suppliers may request a debriefing on the results of the request for supply arrangements 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 arrangements 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](#) issued by Public Works and Government Services Canada.

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 (2019-03-04), Standard Instructions – Request for Supply Arrangements – Goods or Services**, are incorporated by reference into and form part of the RFSa.

At Subsection 5.4 – Submission of Arrangements of 2008 (2019-03-04), Request for Supply Arrangements – Goods or Services is amended as follows:

DELETE: 60 days
INSERT: 180 days

At Section 6 – Late Arrangements of 2008 (2019-03-04), Request for Supply Arrangements – Goods or Services is amended as follows:

DELETE: PWGSC
INSERT: NRCan

At Subsection 8.1 – Transmission by Facsimile of 2008 (2019-03-04), Request for Supply Arrangements – Goods or Services is amended as follows:

DELETE: in its entirety – bids not accepted by facsimile
INSERT: 613-995-2920

1.1 *SACC Manual Clauses*

SACC Manual Clause S0010C (2012-07-16) – Periodic Usage Reports – Supply Arrangement

2. Submission of Arrangements

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

Proposal must be sent via email to: valerie.holmes@canada.ca

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



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)** business days before the Request for Supply Arrangement (RFSAs) closing date. Enquiries received after that time may not be answered.

Suppliers should reference as accurately as possible the numbered item of the RFSAs 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 (SA) and any contract awarded under the SA must be interpreted and governed, and the relations between the parties determined, by the laws in force in the Province/State the clearing will take place.

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

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

Your Company Name – Section I/II – Technical/ Certifications

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

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

- a) **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.

Section I: Technical Arrangement

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

Section II: Certifications

Suppliers must submit the certifications required under Part 5.



PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

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

1.1 Technical Evaluation

1.1.1 Mandatory Technical Criteria

Item	Mandatory Requirement	Compliant (Yes/No)	Reference to Bidder's Proposal
M1	The Bidder MUST demonstrate the company has been in business for a minimum of two (2) years.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
M2	The Bidder's proposed Supervisor MUST have a minimum of eight (8) months' previous experience as on On-Site Supervisor; the Bidder MUST provide a resume (inclusive of name and address) for the On-Site Supervisor that demonstrates the required experience.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
M3	The Bidder MUST demonstrate that all of it proposed personnel to perform the work have a minimum of six (6) months of experience in the clearing of vegetation involving tree felling and/or in the use of chain/brush saws, and the Bidder MUST provide a list of the names and addresses of each proposed personnel, detailing their training / experience.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
M4	<p>The Bidder MUST provide an equipment list demonstrating that the Bidder has or has access to, as a minimum, the following types of equipment suitable to perform the required vegetation clearing safely and effectively:</p> <ul style="list-style-type: none"> • Safety-regulated Communications Equipment; • Survey Instrumentation (whether that of Bidder or Subcontractor); • Cutting equipment to be used for vegetation of a 1" - 3", 3"-16", and tree limbing - adequate numbers for all proposed personnel performing the work, with confirmation that chain saws meet the CSA Standard Z62.1-95; • Safety Equipment required to ensure safe worker conditions based on the remoteness and the proposed cutting equipment. (i.e. Personal Protective clothing and equipment, First Aid , etc). 	<input type="checkbox"/> Yes <input type="checkbox"/> No	



2. Basis of Selection

Supply Arrangements (SA) will be issued to Suppliers who meet all of the Mandatory Requirements. These Bidders will be deemed to be qualified firms for the purposes of performing the services.

Receipt of a Supply Arrangement does **NOT** automatically mean that the Supplier will receive subsequent Contracts. RFPs will be sent to successful suppliers as and when required by NRCan and its federal clients.

Note: If at any time during the performance of an awarded contract, NRCan should determine that the Contractor is not adhering to the terms and conditions of the said contract, NRCan reserves the right to cancel the contract and award the outstanding work to the second ranked supplier from the bid solicitation that pertains to said contract.



PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Suppliers must provide the required certifications and additional information to be issued a supply arrangement (SA).

The certifications provided by Suppliers to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare an arrangement non-responsive, or will declare a contractor in default if any certification made by the Supplier is found to be untrue whether made knowingly or unknowingly during the arrangement evaluation period, or during the period of any supply arrangement arising from this RFSA and any resulting contracts.

The Supply Arrangement Authority will have the right to ask for additional information to verify the Supplier’s certifications. Failure to comply and to cooperate with any request or requirement imposed by the Supply Arrangement Authority will render the arrangement non-responsive, or constitute a default under the Contract.

1. Certifications Required with the Arrangement

Suppliers must submit the following duly completed certifications as part of their arrangement.

1.1 Integrity Provisions – Declaration of Convicted Offences

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

2. Additional Certifications Required with the Arrangement

2.1 Integrity Provisions – List of Names

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

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

OR

Name of each member of the joint venture:

- Member 1: _____
- Member 2: _____
- Member 3: _____
- Member 4: _____



Identification of the administrators/owners:

SURNAME	NAME	TITLE

3. Certifications Required Prior to the Issuance of a Supply Arrangement and Additional Information

3.1 Status and Availability of Resources

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

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

3.2 Rate or Price Certification

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

3.3 Education and Experience

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

3.4 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information required below before



contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada’s request and meet the requirement within the prescribed time frame will render the bid non-responsive.

DEFINITIONS:

For the purposes of this clause, "**former public servant**" 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, in the context of the fee abatement formula, 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 (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. _____

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.

Contract Number:

Contract Amount:

For all contracts awarded during the lump sum payment period, the total amount of fee 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.

3.5 Aboriginal Designation

Who is eligible?

- a) An Aboriginal business, which can be:
 - i. a band as defined by the Indian Act
 - ii. a sole proprietorship
 - iii. a limited company
 - iv. a co-operative
 - v. a partnership
 - vi. a not-for-profit organization

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

OR

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

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

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

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



3.6 Compliance with Competition Act

The Bidder hereby certifies that they have not arrived at an agreement or arrangement between or among two or more bidders or tenderers at or before the time when the bid or tender is submitted.

Signature of Authorized Representative

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 Requirements

This requirement does not include a security requirement, but the Bidder and proposed personnel must have a valid passport issued by the Canadian and / or US government and are legally authorized to work in both countries.

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](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.

3.1 General Conditions

2020 (2017-09-21) – General Conditions – Supply Arrangement – Goods or Services, apply to and form part of the Supply Arrangement.

At Section 1 – Interpretation of 2020 (2016-04-04), should be amended as follows:

DELETE: Public Works and Government Services Canada

INSERT: Natural Resources Canada

4. 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.

5. Foreign Nationals (Canadian Contractor or Foreign Contractor)

SACC Manual clause [A2000C](#) (2006-06-16) - Foreign Nationals (Canadian Contractor); or
SACC Manual clause [A2001C](#) (2006-06-16) - Foreign Nationals (Foreign Contractor)

6. Supply Arrangement Reporting

The Supplier must compile and maintain records on its provision of goods, services or both to the federal government under contracts resulting from the Standing Offer. This data must include all purchases, including those paid for by a Government of Canada Acquisition Card.

The Supplier must provide this data in accordance with the reporting requirements detailed in Annex "A". If some data is not available, the reason must be indicated. If no goods or services are provided during a given period, the Supplier must still provide a "NIL" report.

The data must be submitted on a quarterly basis to the Standing Offer Authority.

The quarterly reporting periods are defined as follows:

- 1st quarter: April 1 to June 30;
- 2nd quarter: July 1 to September 30;
- 3rd quarter: October 1 to December 31;
- 4th quarter: January 1 to March 31.

The data must be submitted to the Standing Offer Authority no later than **ten (10)** calendar days after the end of the reporting period.

7. Term of Supply Arrangement

7.1 Period of the Supply Arrangement

Since this is a refresh, the first two (2) years of the Supply Arrangement have passed. The period of the Supply Arrangement is for a period of ten (10) months ending April 30, 2021 with two (1) additional one (1) year option period ending April 30, 2023

7.2 Option to Extend Standing Offer

NRCan reserves the right to extend the period of the Supply Arrangement for up to **two (1)** additional **twelve (12)** month periods, under the same terms and conditions. NRCan may exercise the option, or any extension thereof, at any time by written notice to the Offeror (Contractor) at least 30 calendar days prior to the Supply Arrangement expiry date.



The option may only be exercised by the Project Authority and any extension to the period will be evidenced through a formal Standing Offer amendment issued by the Contracting Authority.

7.3 Supply Arrangement Holder Performance Evaluation

NRCan will be evaluating the performance of all Supply Arrangement (SA) Holders during the course of **each** awarded Contract. The performance will be evaluated against Annex "C" – Vendor Performance Evaluation, at the end of each Contract. The Vendor Performance Evaluation will be used to ensure the Supply Arrangement Holders are providing quality services under each Contract.

The purpose of the Vendor Performance Sheet is intended to promote ongoing communications with and acceptable performance from the Supply Arrangement Holders. The Vendor Performance Evaluation is to be used for **each** completed Contract by a selected SA Holder and the SA Holder will be provided a copy of the assessment of their performance. The SA Holder shall have the opportunity to provide comments on their scored performance. At the end of each Contract, the Vendor Performance Evaluation will be provided to the SA Holder for their response and the final score attributed by NRCan shall be deemed final, at NRCan's full discretion.

Failure to pass the Vendor Performance Evaluation with a score of 80% or higher could result in the SA Holder being penalized for their performance. Such penalties could result in one or more of the following:

- Meet with NRCan, at the Vendor's expense, to review the issues and to determine how to resolve the issue(s);
- Deny inviting the SA Holder on the next two (2) opportunities, after the first two (2) scores obtained below 80%;
- Deny inviting the SA Holder on any future requirements during the full duration of the Supply Arrangement, including option periods, after the fourth failed score obtaining below 80%.

8. Authorities

8.1 Supply Arrangement Authority

The Supply Arrangement Authority is:

Valerie Holmes

Procurement Specialist
Natural Resources Canada
580 Booth Street, 5th Floor
Ottawa, Ontario
K1A 0E4
Tel: 613-864-8017
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.

8.2 Supplier's Representative

Name:
Title:
Company:
Telephone:



Facsimile:

Email:

9. Identified Users

The Identified User is **Natural Resources Canada**, however we will be acting on behalf of other government entities, as needed.

10. On-Going Opportunity for Qualification

A Notice may be posted once a year on the Government Electronic Tendering Service (GETS) known as Buy and Sell 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 arrangement.

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 the Supply Arrangement;
- b) the General Conditions 2020 (2017-09-21) – Supply Arrangement – Goods or Services
- c) Annex “A” – Statement of Work
- d) Annex “B” – Basis of Payment
- e) Annex “C” – Vendor Performance Evaluation Sheet
- f) The Supplier’s Arrangement dated _____.

12. Certifications

12.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Supplier in its arrangement or precedent to issuance of the Supply Arrangement (SA), and the ongoing cooperation in providing additional information are conditions of issuance of the SA and failure to comply will constitute the Supplier in default. 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.

13. Applicable Laws

The Supply Arrangement (SA) and any contract resulting from the SA must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____. (*provided a time of each Request for Proposal*)

B) BID SOLICITATION

1. Bid Solicitation Documents (Pertinent to Future Contracts)

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 (2019-03-04), Standard Instructions - Goods or Services - Competitive Requirements;**
- 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

Bids will be solicited for specific requirements within the scope of the Supply Arrangement (SA) from Suppliers who have been issued a SA.

The bid solicitation will be sent directly to Suppliers by the Contracting Authority.

3. Overview of the Procurement Process

This RFSA is the first of a **two-step** procurement process. At Step 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 Step 2, Contracts will be issued based on the framework as requirements are known.

Step 1 – Request for Supply Arrangement (RFSA) and Issuance of Supply Arrangements

For Step 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 one (1) year, with two (2) 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.

Step 2 – Issuance of Contracts and Request for Proposals (RFPs)

For Step 2, Contracts will be entered into in accordance with the framework described in the Statement of Work, during the term of the SA, based on the requirements of the issued Request for Proposal(s).

Thresholds for Directed (Sole Source) Contracts and Competed Requirements

1. Requirements estimated at \$40,000 or less, GST/HST included

The SA Authority (also known as the Contracting Authority) may direct the requirement to a specific SA Holder as per the current Treasury Board Secretariat contracting policy.

2. Requirements estimated over \$40,000 but less than \$100,000, GST/HST included

A minimum of three (3) SA Holders will be invited to submit bids.



Response Period: SA Holders will have a minimum of five (5) calendar days from the date of invitation to submit bids, if less than the NAFTA limit.

3. Requirements at or exceeding \$100,000 but no more than \$2M, GST/HST included

ALL SA Holders must be invited to submit bids.

Response Period: SA Holders will have a minimum of fifteen (15) calendar days from date of invitation to submit bids.

Any requirements equal to or exceeding \$100,000.00 will be posted as a Notice of Proposed Procurement (NPP) on Buy and Sell for fifteen (15) calendar days.

Note: If at any time during the performance of an awarded contract, NRCan should determine that the Contractor is not adhering to the terms and conditions of the said contract, NRCan reserves the right to cancel the contract based on Contractor Default and award the outstanding work to the second ranked supplier from the bid solicitation that pertains to said contract.



C) RESULTING CONTRACT CLAUSES

1. General

The conditions of any contract awarded under the Supply Arrangement will be in accordance with the resulting contract clauses of the template used for the bid solicitation.

Note: If at any time during the performance of an awarded contract, NRCan should determine that the Contractor is not adhering to the terms and conditions of the said contract, NRCan reserves the right to cancel the contract based on Contractor Default and award the outstanding work to the second ranked supplier from the bid solicitation that pertains to said contract.



ANNEX “A” – STATEMENT OF WORK

SW1 Background

The International Boundary Commission is responsible for the maintenance of an effective boundary line between Canada and the United States. One part of the work is to keep a 6.1 metres (20-foot) wide “vista” clear of trees and brush between the two (2) countries.

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

SW2 Public Relations

The required work is carried out under the authority of the *International Boundary Commission Act*, which authorizes access to private property to carry out the work on the vista.

Where access to the boundary vista is over private roads or land, property owners shall be notified prior to crossing. If anyone (for example, landowners, Parks person, Land Manager, etc.) should object to any clearing operation, the Contractor is to consult with the Commission’s Project Authority prior to proceeding. Any damages to public or private property, caused by the Contractor, shall be the responsibility of the Contractor.

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

The Customs laws, game laws and environmental laws of both countries must be observed by all of the Contractor’s personnel.

SW3 Preliminary Site Visits

SW3.1 Preliminary Site Inspection

A preliminary inspection of the site, accompanied by the project authority (or his authorized representative), might be organized.

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

SW3.2 Contractor Meeting

The winning Bidder must attend a meeting with the Project Authority (or his authorized representative) prior to commencement of any contract work, to discuss various aspects of the work; the Project Authority (or his authorized representative) will contact the Contractor and arrange the time, date and location of the meeting. Upon completion of 1km of cleared line, the Contractor will notify the Project Authority (or his authorized representative).



SW4 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 or 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 cutting the trees. In either case, this “side-cutting” will be the subject of a majority of the work. It is also important that each area be closely examined to determine its location, the terrain and the actual amount of line to be cut.

SW4.1 Locations of the Areas to be Cleared

This information will be provided at time of each bid solicitation raised against this Supply Arrangement.

SW4.2 Length of Vista to be Cleared

This information will be provided at time of each bid solicitation raised against this Supply Arrangement.

SW4.3 Limits of the Boundary Vista

It is the Contractor’s responsibility to find the boundary monuments of the international boundary line. The international boundary is the straight line between boundary monuments. To locate the international boundary, the Contractor must find the **(to be determined at time of each bid solicitation)** boundary monuments along that section. The GPS coordinates combined with distances and angles between boundary monuments will be supplied to the Contractor to facilitate the finding of the monuments. If a boundary monument cannot be found, the Contractor shall inform the Field Surveyor (or his authorized representative) for assistance in determining the exact location of the international boundary line.

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

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

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

SW4.4 Cutting Requirements

It is critical to the Contractor that it must make certain that all brush, trees, dead trees and branches will be cut with power equipment and/or machinery 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-feet), lying 3.05 metres (10 feet) on each side of the boundary line.

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



Trees situated more than 3.04 (10 feet) from the international boundary (outside the vista) should not be cut without the property owner's approval. Unless approval has been obtained, only the branches extended into the vista should be cut.

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

Trees on the side of the vista that are damaged during the operation must be cut and then disposed of in accordance with SW4.5 below.

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

SW4.5 Disposal of Cut Trees

All branches are to be removed from the portion of the tree over 12 centimetres (5 inches) 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.

All branches are to be disposed of by chipping and/or removal to permissible dumping areas when work is carried out along cultivated field and roads, at border crossings or near dwellings, unless directed otherwise by the Project Authority (or his authorized representative).

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

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

SW4.6 Crew and Equipment

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

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

SW4.7 Litters and Operating Refuse

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



SW4.8 Protection of Boundary Monuments

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

SW4.9 Preventive Clauses for the Environmental Protection

While on site, the Contractor shall:

- Notify the International Boundary Commission representative of all departures from environmental clauses or, where applicable, the inability to comply with such a clause.
- In choosing the vehicles needed to perform the work, consider the characteristics of the environment (type of soil, waterway, wetland), the time of year and weather conditions, to mitigate environmental impacts.
- Refrain from keeping vehicle engines running unnecessarily.
- Ensure that equipment, construction machinery and vehicles used to perform work are in proper operating condition, that is, free of leaks, defects and malfunctions caused by excessive wear on certain parts, which could release contaminants into the environment.
- Consider noise-related inconveniences and seek to reduce the level of noise. Comply with current environmental noise standards and regulations. Where possible, especially noisy work must be done during normal working hours.
- Ensure that the work areas used are kept clean at all times, by recovering waste, materials, fuels or other substances, and by disposing of them at authorized sites.
- Take all necessary steps to prevent, control and eliminate all forms of contamination or other damage to the environment, in accordance with existing regulations. Have the necessary emergency equipment on hand in case of accidental spills. The contractor is responsible for all damage to the environment resulting from the work done.
- In the event of an accidental spill, regardless of the volume of product spilled, immediately inform the representative of the Commission. Be sure to notify the responsible department and all other government authorities concerned. Contain the spill and confine the product spilled, using appropriate emergency equipment.
- Avoid handling oil or fuel, and filling construction or other machinery less than 50 metres from a waterway or well, unless the quantities of petroleum products concerned are less than 10 litres.
- Store petroleum products at a distance of at least 100 metres from any waterway.
- Refrain from leaving any cut trees or brush in waterways.
- Pile cut saplings and other wood debris above the high water mark.
- Preferably cross over existing bridges and culverts. If there is no existing bridge or culvert, where possible, use only one site for crossing a fordable stream.



- Cross at right angles on solid ground. Prefer locations where banks are the most stable and the waterway is narrow. Place stop logs at the approaches if necessary. Avoid over-compacting banks, since this may result in destabilization

SW5 Reporting to the Project Authority

SW5.1 Change to the Preliminary Plan / Physical Location of the Contractor

It is important that the Project Authority know the location of the Contractor at all times for purposes of inspection, possible border patrol checks, etc. Therefore, any significant change to the Contractor's initial Preliminary Plan estimates for commencement and completion 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 to advise of any changes and to report on the progression of the clearing.

SW6 Contractor's Responsibility Related to the Work

It is the responsibility of the Contractor to ensure familiarity with the terrain and growth conditions along the segment of the boundary to be cleared, stated in Article 4.1, above "Locations of the Areas to be Cleared" and to complete the work within the time period (To be determined) and price, as will be stated in the Contract. Unless otherwise agreed in writing with the Commission's Project Authority, work shall commence east and continue west.

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

SW7 Maps and Survey Data

Boundary maps (scale 1:24,000, dated 1923), giving details of the topography and boundary monuments along the area, will be supplied to the Contractor by the Project Authority (or his authorized Representative) prior to commencement of the Work. The Contractor is responsible for obtaining topographic and other maps that may be required to accomplish and/or estimate the amount of work.

SW8 Tenders

The Contractors shall submit these relevant documents:

- a) A statement of facts as to previous experience in performing similar work: letters stating the locations or customers concerned or letter of reference from previous customer.
- b) A preliminary plan of working methods and a complete list of equipment and/or material that will be used for the work.
- c) The name, title and qualifications of the Supervisor who will be onsite in charge of work with full power to bind the Company.
- d) A preliminary estimate of labour force to be employed for the work broken down as to job classification.



SW9 Background Check for Field Crew

The successful bidder shall also furnish a full list of personnel to be employed on the project (with birth dates), for a background check. Work shall not proceed on the project until a clearance has been obtained for the entire crew from authorities in both countries.

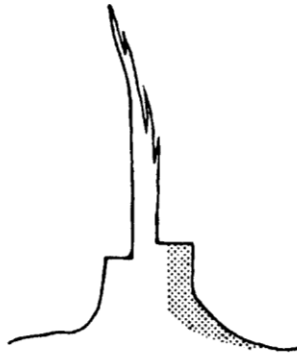
SW10 Sign-In Sheet

Prior to starting any work, the Contractor and all proposed personnel will be required to sign in. The Project Authority (or his authorized representative) will provide the sign-in sheet upon commencement of the Work.

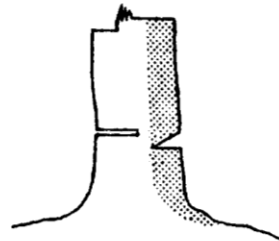


APPENDIX "A" – UNACCEPTABLE STUMP PROFILES

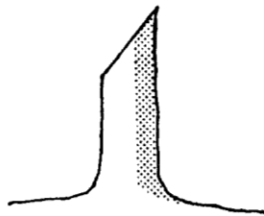
APPENDIX A



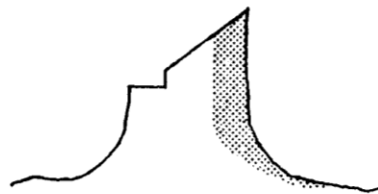
a) Barberchaired



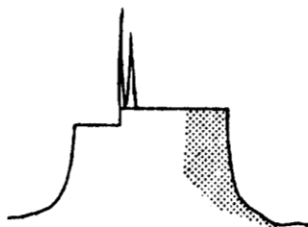
b) Block Left



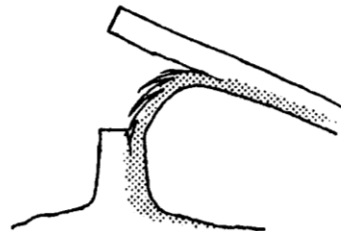
c) Cut Off At Angle



d) Angled Backcut



e) Pulled Fibres



f) Incompletely Cut

UNACCEPTABLE STUMP PROFILES



ANNEX “B” – BASIS OF PAYMENT

To be established at time of each Request for Proposal, however, the rates to be provided with be an all-inclusive firm price.

1. Basis of Payment – Firm Price

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

2. Method of Payment

Interim invoice can be submitted after completion of 30% of the contract, completion of 60% of the contract, and upon final approval of the work by the Project Authority.



ANNEX "C" – VENDOR PERFORMANCE EVALUATION SHEET

Contract Number: _____

Details of Requirement: _____

Date: _____

	Strongly Disagree (40%)	Disagree (60%)	Agree (80%)	Strongly Agree (100%)
The SA Holder delivered to our satisfaction	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
The SA Holder delivered on schedule	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
The SA Holder provided experienced personnel	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
The SA Holder did not damage any property	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Any other comments?
