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**Request for Supply Arrangement  
(RFSA)****Demande d'arrangements en matière  
d'approvisionnement (DAMA)**

Canada, as represented by the  
Minister of Natural Resources  
Canada, hereby requests a Supply  
Arrangement on behalf of the client  
identified herein.

Le Canada, représenté par le ministre  
des Ressources naturelles Canada,  
autorise par la présente,  
d'arrangements en matière  
d'approvisionnement au nom de  
client identifié ci-après

**Comments – Commentaires****Issuing Office – Bureau de  
distribution**

Natural Resources Canada /  
Ressources naturelles Canada  
Finance and Procurement  
Management Branch  
580 Booth Street  
Ottawa ON K1A 0E4

<b>Title – Sujet</b> Vista Clearing Canada – United States Boundary	
<b>Solicitation No. – No de l'invitation</b> NRCan- 5000073014	<b>Date</b> November 3, 2023
<b>Requisition Reference No. - N° de la demande</b> 176478	
<b>Solicitation Closes – L'invitation prend fin</b> at – à 2 p.m. Eastern Daylight Savings Time (EDT) on – le January 26, 2024	
<b>Address Enquiries to: - Adresse toutes questions à:</b>  Brenda.Harlow@NRCan-RNCan.gc.ca	
<b>Telephone No. – No de telephone</b>	
<b>Destination – of Goods and Services:</b> <b>Destination – des biens et services:</b>  Various/Divers	
<b>Security – Sécurité</b> THERE ARE NO SECURITY REQUIREMENTS ASSOCIATED WITH THIS REQUIREMENT.	
<b>Vendor/Firm Name and Address</b> <b>Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
<b>Telephone No.:- No. de téléphone:</b> <b>Email – Courriel :</b>	
<b>Name and Title of person authorized to sign on behalf of Vendor/Firm (type or print)</b> <b>Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>



**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.



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## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

The Request for Supply Arrangements (RFSA) is divided into six 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 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.

The Annexes include the Statement of Work and the Basis of Payment.

### **1.2 Summary**

1.2.1 Natural Resources Canada, 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 feet) wide "vista" clear of trees and brush between the two countries.

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

1.2.2 This RFSA allows suppliers to use the CPC Connect service provided by Canada Post Corporation to transmit their arrangement electronically. Suppliers must refer to Part 2 of the RFSA entitled Supplier Instructions and Part 3 of the RFSA entitled Arrangement Preparation Instructions for further information on using this method.

### **1.3 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

### 2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Supply Arrangements (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) (<https://buyandsell.gc.ca/policy-and-guidelines/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](#) (2022-03-09) Standard Instructions - Request for Supply Arrangements - Goods or Services, are incorporated by reference into and form part of the RFSA.

Subsection 5.4 of [2008](#), Standard Instructions - Request for Supply Arrangements - Goods or Services, is amended as follows:

Delete: 60 days  
Insert: 180 days

At Section 6 – of [2008](#), Standard Instructions - Request for Supply Arrangements - Goods or Services, is amended as follows:

DELETE: PWGSC  
INSERT: NRCan

At Subsection 8.1 – Transmission by Facsimile of [2008](#), Standard Instructions - Request for Supply Arrangements - Goods or Services, is amended as follows:

DELETE: Section 1 in its entirety

### 2.2 Submission of Arrangements

Bidders must submit all proposals electronically. Given the current constraints on NRCan's networks, the electronic mail system has a limit of 15MB. Bidders are asked to contact the Contracting Authority to confirm receipt of their bid. NRCan encourages bidders to submit all bids earlier than the closing time in order to ensure sufficient time to be received in NRCan's server.

It is the Bidders responsibility to ensure that proposals are sent to the following e-mail address, by the time and date indicated on page 1 of this RFP document.

- Send proposals to this email address: [Brenda.Harlow@nrcan-rncan.gc.ca](mailto:Brenda.Harlow@nrcan-rncan.gc.ca)
- Contact the Contracting Authority, Brenda Harlow, by email for receipt of bid confirmation.

### **IMPORTANT**

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

**NRCan-5000073014 - VISTA CLEARING CANADA - UNITED STATES BOUNDARY**

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



accepted.

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

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

**2.3 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](#).

**2.4 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.

**2.5 Enquiries - Request for Supply Arrangements**

All enquiries must be submitted in writing to the Supply Arrangement Authority no later than 10 (ten) calendar days before the Request for Supply Arrangements (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 question(s) or may request that Suppliers do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Suppliers. Enquiries not submitted in a form that can be distributed to all Suppliers may not be answered by Canada.

**2.6 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 Ontario.

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.



## 2.7 Bid Challenge and Recourse Mechanisms

(a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.

(b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:

- Office of the Procurement Ombudsman (OPO)
- Canadian International Trade Tribunal (CITT)

(c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

## PART 3 - ARRANGEMENT PREPARATION INSTRUCTIONS

### 3.1 Arrangement Preparation Instructions

To submit its arrangement electronically, Canada requests that the Supplier submits its arrangement in accordance with section 08 of the 2008 standard instructions. The CPC Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

Canada requests that the arrangement be gathered per section and separated as follows:

- Section I: Technical Arrangement
- Section II: Certifications

Canada is committed to achieving net zero greenhouse gas (GHG) emissions by 2050 in an effort to position Canada for success in a green economy and to mitigate climate change impacts. As a result, future solicitations may include the following:

- there may be evaluation criteria or other instructions in the solicitation or contract documents related to measuring and disclosing your company's GHG emissions;
- you may be requested or required to join one of the following initiatives to submit a bid, offer or arrangement or if you are awarded the contract:
  - o Canada's Net-Zero Challenge
  - o the United Nations Race to Zero
  - o the Science-based Targets Initiative
  - o the Carbon Disclosure Project
  - o the International Organization for Standardization;
- you may be required to provide other evidence of your company's commitment and actions toward meeting net zero targets by 2050.

#### 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 and additional information required under Part 5.



## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 4.1 Evaluation Procedures

- (a) Arrangements will be assessed in accordance with the entire requirement of the Request for Supply Arrangements including the technical evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the arrangements.

#### 4.1.1 Technical Evaluation

##### 4.1.1.1 Mandatory Technical Criteria

Req. ID	MANDATORY REQUIREMENT	Proposal Page #
1	The bidder <b>MUST</b> demonstrate the company has been in business for a minimum of two (2) years.	
2	The Bidder <b>MUST</b> provide a résumé for the On-Site Supervisor that demonstrates a minimum of eight (8) months' previous experience as an On-Site Supervisor supervising vegetation clearing work.	
3	The Bidder <b>MUST</b> provide a list of each proposed personnel, detailing their training/experience and that its proposed personnel have a minimum of six (6) months' experience in the clearing of vegetation involving tree felling and/or in the use of chain/brush saws.	
4	<p>The Bidder <b>MUST</b> provide an equipment list demonstrating that the Bidder has, as a minimum, the following types of equipment suitable to perform the required vegetation clearing safely and effectively:</p> <ul style="list-style-type: none"> <li>• Safety-regulated Communications Equipment;</li> <li>• Survey Instrumentation (whether that of Bidder or Subcontractor);</li> <li>• Cutting equipment to be used for vegetation of a 1"-3", 3"-16", and tree limbing - adequate numbers for all proposed personnel performing the work, with confirmation that chain saws meet the CSA Standard Z62.1-95;</li> <li>• 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.).</li> </ul>	

### 4.2 Basis of Selection

An arrangement must comply with the requirements of the Request for Supply Arrangements and meet all mandatory technical evaluation criteria to be declared responsive.

Supply Arrangements (SA) will be issued to Suppliers who meet all 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.





## 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.

### 5.1 Certifications Required with the Arrangement

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

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

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

### 5.2 Certifications Precedent to the Issuance of a Supply Arrangement and Additional Information

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

#### 5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real property agreement of 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 the required documentation, as applicable, to be given further consideration in the procurement process.

### 5.2.2 Additional Certifications Precedent to Issuance of a Supply Arrangement

#### 5.2.2.1 Status and Availability of Resources

The Supplier certifies that, should it be issued a supply arrangement as a result of the request for supply arrangements, every individual proposed in the arrangement or individuals with similar qualifications and experience will be available for the term of the supply arrangement.

If the Supplier has proposed any individual who is not an employee of the Supplier, the Supplier 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 Supplier must, upon request from the Supply



Arrangement Authority, provide a written confirmation, signed by the individual, of the permission given to the Supplier and of his/her availability.

### 5.2.2.2 Education and Experience

The Supplier 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.

## PART 6 - SUPPLY ARRANGEMENT AND RESULTING CONTRACT CLAUSES

### A. SUPPLY ARRANGEMENT

#### 6.1 Arrangement

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

#### 6.2 Security Requirements

6.2.1 There is no security requirement applicable to the Supply Arrangement.

#### 6.3 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.

##### 6.3.1 General Conditions

[2020 \(2022-12-01\) General Conditions - Supply Arrangement - Goods or Services, apply to and form part of the Supply Arrangement.](#)

##### 6.3.2 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 Supply Arrangement. 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 to the Supply Arrangement 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 Supply Arrangement Authority no later than 15 calendar days after the end of the reporting period.



## 6.4 Term of Supply Arrangement

### 6.4.1 Period of the Supply Arrangement

The Supply Arrangement has no defined end-date and will remain valid until such time as Canada no longer considers it to be advantageous to use it.

The period for awarding contracts under the Supply Arrangement begins April 1, 2024.

### 6.4.2 Comprehensive Land Claims Agreements (CLCAs)

The Supply Arrangement (SA) is for the delivery of the requirement detailed in the SA 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 supply arrangement.

## 6.5 Authorities

### 6.5.1 Supply Arrangement Authority *(to be completed at time of award)*

The Supply Arrangement Authority is:

Name:

Title:

Directorate:

Address:

E-mail address:

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

### 6.5.2 Supplier's Representative *(to be completed at time of award)*

## 6.6 Identified Users

The Identified User is: Natural Resources Canada.

## 6.7 On-going Opportunity for Qualification

A Notice may be posted 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 arrangement.

## 6.8 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 (2022-12-01), General Conditions - Supply Arrangement - Goods or Services;
- (c) Annex "A" Statement of Work;



- (d) Annex "B" Basis of Payment  
 (e) the Supplier's arrangement dated \_\_\_\_\_ (*insert date of arrangement*) (*if the arrangement was clarified or amended, insert at the time of issuance of the arrangement: "as clarified on \_\_\_\_\_" or "as amended \_\_\_\_\_". (Insert date(s) of clarification(s) or amendment(s), if applicable).*

## 6.9 Certifications and Additional Information

### 6.9.1 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.

### 6.10 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 Ontario (*insert the name of the province or territory as specified by the Supplier in the arrangement, if applicable*).

## B. BID SOLICITATION

### 6.1 Bid Solicitation Documents

Canada will use the following bid solicitation template based on the estimated dollar value and complexity of the requirement:

- Medium Complexity (MC) for medium complexity requirements.

A copy of the standard procurement template can be requested by suppliers from the Supply Arrangement Authority or the Contracting Authority, as applicable.

**Note:** References to the HC, MC and Simple templates in Requests for Supply Arrangements are provided as examples only. The latest versions of the template and terms and conditions will be used at time of bid solicitation.

The bid solicitation will contain as a minimum the following:

- (a) a complete description of the Work to be performed;  
 (b) 2003, Standard Instructions - Goods or Services - Competitive Requirements;

Subsection 3.a) of Section 01, Integrity Provisions - Bid of the Standard Instructions 2003 incorporated by reference above is deleted in its entirety and replaced with the following:

- a. at the time of submitting an arrangement under the Request for Supply Arrangements (RFSA), the Bidder has already provided a list of names, as requested under the *Ineligibility and Suspension Policy*. During this procurement process, the Bidder must immediately inform Canada in writing of any changes affecting the list of directors."  
 (c) bid preparation instructions;



- (d) instructions for the submission of bids (address for submission of bids, bid closing date and time);
- (e) evaluation procedures and basis of selection;
- (f) certifications;
  - **Federal Contractors Program (FCP) for Employment Equity - Notification**
  - SACC Manual [A3005T](#), [A3010T](#) for service requirements when specific individuals will be proposed for the work;
  - **Integrity Provisions - Declaration of Convicted Offences;**
- (g) conditions of the resulting contract.

## 6.2 Bid Solicitation Process

- 6.2.1 Bids will be solicited for specific requirements within the scope of the Supply Arrangement (SA) from Suppliers who have been issued a SA.
- 6.2.2 The bid solicitation will be sent directly to Suppliers.
- 6.2.3 **POTENTIAL CONTRACTORS SHALL MEET WITH THE PROJECT AUTHORITY (OR HIS AUTHORIZED REPRESENTATIVE) PRIOR TO THE END OF THE BIDDING PROCESS**

### 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.

### 6.2.4 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. SA Holder will have a minimum of five (5) calendar days from the date of invitation to submit bid.

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

#### 3. Requirements at or exceeding \$100,000 but no more than \$3.75M, GST/HST included

**ALL** SA Holders must be invited to submit bids. SA Holders will have a minimum of fifteen (15) calendar days from date of invitation to submit bids.

The bid solicitation will be sent directly to Suppliers. Any requirements equal to or exceeding \$100,000.00 will be posted as a Notice of Proposed Procurement (NPP) on the Government Electronic Tendering Service 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**

### **6.1 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.

For any contract to be awarded using the template:

General conditions [2010C](#) (2022-12-01) will apply to the resulting contract.



**ANNEX "A" - STATEMENT OF WORK**  
**SPECIFICATIONS FOR VISTA CLEARING CANADA - UNITED STATES BOUNDARY**  
**Project 201619010 – Québec/Maine (Highlands SW section)**

### 1. 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 feet) wide "vista" clear of trees and brush between the two countries.

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

### 2. 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 persons, Land Managers, 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 open 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 always attempt to avoid felling trees across fences. Any fences damaged by the contractor will be promptly repaired at his expense.

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

### 3. Contractor Meeting

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

### 4. SCOPE OF WORK

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

#### 4.1 Locations of the Areas to be Cleared

To be determined

#### 4.2 Length of Vista to be Cleared

To be determined

#### 4.3 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)** 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 feet) vista, the contractor shall project the boundary line from boundary monument to adjacent boundary monument with a surveyor's transit or theodolite. All monuments may not be 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 surveyors' tape tied to a stake, at intervals not exceeding 60 metres (200 feet) to provide a straight vista of uniform width. These stakes will be located on both sides of the boundary markers. **The contractor shall clear between the stakes to ensure that a 6.1-metres (20 feet) sky clearance is achieved.**

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

#### 4.4 Cutting Requirements

It is critical to the contractor that it shall 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 ft), lying 3.05 metres (10 ft) 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 3.05 metres (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 Item 4.5 below.

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

#### 4.5 Disposal of Cut Trees

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

All branches are to be disposed of by chipping and/or removal to permissible dumping areas when work is carried out along cultivated fields & 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.

#### **4.6 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.

#### **4.7 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.

#### **4.8 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.

##### **4.8.1 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 stops logs at the approaches if necessary. Avoid over-compacting banks since this may result in destabilization.

## **5. REPORTING TO THE PROJECT AUTHORITY**

### **5.1 Changes to the Preliminary Plan/Physical Location of Contractor**

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

## **6. CONTRACTOR RESPONSIBILITY RELATING 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".

## **7. MAPS AND SURVEY DATA**

Boundary maps 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.

## **8. SUBCONTRACTS**

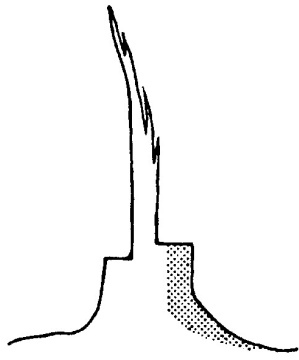
Subcontracts are not permitted for any phases of the work with the exception of transportation of equipment and personnel.

## **9. BACKGROUND CHECK FOR FIELD CREW**

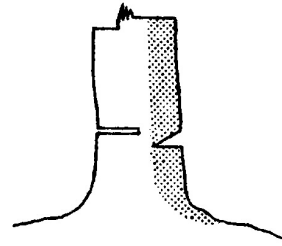
The successful bidder shall also furnish a full list of personnel to be employed on the project (with birth dates), for a background check. Work shall not proceed on the project until a clearance has been obtained for the entire crew from authorities in both countries.



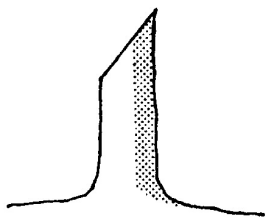
**APPENDIX A**



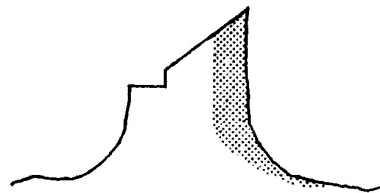
**a) Barberchaired**



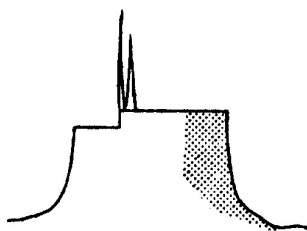
**b) Block Left**



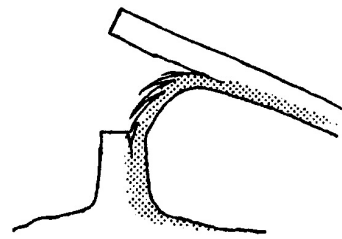
**c) Cut Off At Angle**



**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 will 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.

A	B	C	D (BxC)
Description (Zone to be cleared)	Unit Firm Price per Kilometre*	Number of Kilometres	Total Cost (Applicable Taxes Excluded)
1.	\$		\$
2.	\$		\$
3.	\$		\$
Total Costs:			\$

**\* FOR ANY ERRORS IN THE CALCULATION, THE UNIT PRICE/KILOMETRE RATE WILL BE UPHELD**

### 2. Method of Payment

#### Monthly Payment

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

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