

# **RETURN BIDS TO:**

Parks Canada Agency Bid Receiving Unit **National Contracting Services** Bid Fax: 1-877-558-2349

Bid E-mail Address: soumissionsest-

bidseast@pc.gc.ca

This is the only acceptable email address for responses to the bid solicitation. Bids submitted by email directly to the Contracting Authority or to any other email address will not be accepted.

The maximum email file size is 15 megabytes. The Parks Canada Agency (PCA) is not responsible for any transmission errors. Emails with links to bid documents will not be accepted.

# REQUEST FOR PROPOSAL

# **Proposal to: Parks Canada Agency**

We hereby offer to sell to His Majesty the King in right of Canada, in accordance with the terms and conditions set out herein, referred or attached hereto, the goods, services and construction listed herein or on any attached sheets at the price(s) set out therefor.

### **Issuing Office:**

Parks Canada Agency **National Contracting Services** Gatineau, Quebec

<b>Title:</b> Winter Roads and Parking lot Mainte Park	enance Kouchibouguac National
Solicitation No.: 5P300-23-0073/A	Date: August 8,2023
Client Reference No.: N/A	
GETS Reference No.: N/A	

On: September 6, 2023 (ADT)
-----------------------------

F.O.B.: Plant: □	Destination: ⊠	Other: □		
Address I Hélène Pé	Enquiries to: eriard			
<b>Telephon</b> 873-355-3		Email Address: helene.periard@pc.gc.ca		
<b>Destination Route n of Goods, Services, and Construction:</b> 186 Route 117, Kouchibouguac, New-Brunswick E4X 2N7				

# TO BE COMPLETED BY THE BIDDER

Vendor/ Firm Name:	
Address:	
Telephone No.:	Email Address:
Name of person authorized to sign Firm (type or print):	on behalf of the Vendor/
Signature:	Date:



5P300-23-0073/A 00 Hélène Périard

Client Reference No.: Title:

N/A Winter Roads and Parking lot Maintenance Kouchibouguac National Park

### IMPORTANT NOTICE TO BIDDERS

### BIDS RECEIVED BY FAX AND EMAIL WILL BE ACCEPTED AS OFFICIAL.

### BIDS RECEIVED IN-PERSON OR BY COURIER WILL NOT BE ACCEPTED.

The only acceptable email address for responses to the bid solicitation is <u>soumissionsest-bidseast@pc.gc.ca</u>. Bids submitted by email directly to the Contracting Authority or to any email address other than **1-877-558-2349** will not be accepted.

The only acceptable facsimile for responses to bid solicitations is 1-877-558-2349.

The maximum email file size that Parks Canada is capable of receiving is 15 megabytes. The Bidder is responsible for any failure attributable to the transmission or receipt of the emailed bid due to file size.

The Bidder should be cognisant of the size of the email as a whole, and not only the attachments. Please take into consideration that some attachments, when sent, may be resized during the email transfer. If the email size is too large, the Bidder should send the bid in multiple emails properly labeled with the solicitation number, project name, and indicate how many emails are included (ex. 1 of 2).

Emails with links to bid documents will not be accepted. Bid documents must be sent as email attachments.

# **Direct Deposit**

The Government of Canada has replaced cheques with direct deposit payment(s); an electronic transfer of funds deposited directly into a bank account. In order to receive payment, new vendors that are awarded a contract will be required to complete a direct deposit enrolment form to register their direct deposit information with Parks Canada.

Additional information on this Government of Canada initiative is available at: http://www.directdeposit.gc.ca

Solicitation No.: 5P300-23-0073/A

Amendment No.: 00

Contracting Authority: Hélène Périard

Client Reference No.: N/A **Title:** Winter Roads and Parking lot Maintenance Kouchibouguac National Park

# **TABLE OF CONTENTS**

PART 1	- INFORMATION AND INSTRUCTIONS	5
1.1. 1.2. 1.3. 1.4. 1.5.	SECURITY REQUIREMENTS STATEMENT OF WORK OPTIONAL SITE VISIT DEBRIEFINGS TRADE AGREEMENT	
PART 2	- BIDDER INSTRUCTIONS	Ε
2.1. 2.2. 2.3. 2.4. 2.5.	STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS  SUBMISSION OF BIDS  ENQUIRIES – BID SOLICITATION  APPLICABLE LAWS  BID CHALLENGE AND RECOURSE MECHANISMS  - BID PREPARATION INSTRUCTIONS	6 7 7
3.1.	BID PREPARATION INSTRUCTIONS	
	- EVALUATION PROCEDURES AND BASIS OF SELECTION	
4.1.	EVALUATION PROCEDURES	
PART 5	- CERTIFICATIONS AND ADDITIONAL INFORMATION	
5.1. 5.2.	CERTIFICATIONS REQUIRED WITH THE BIDCERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION	10
PART 6	- RESULTING CONTRACT CLAUSES	12
6.15.	SECURITY REQUIREMENTS STATEMENT OF WORK STANDARD CLAUSES AND CONDITIONS TERM OF CONTRACT. AUTHORITIES. PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS. PAYMENT. INVOICING INSTRUCTIONS. CERTIFICATIONS AND ADDITIONAL INFORMATION APPLICABLE LAWS. PRIORITY OF DOCUMENTS. GOVERNMENT SITE REGULATIONS. GOVERNMENT PROPERTY. INSURANCE REQUIREMENTS. INSPECTION AND ACCEPTANCE.	
	A	
	EMENT OF WORK	
	В	
	S OF PAYMENT	
	C	
	RANCE REQUIREMENTS	
<b>ANNEY</b>	n n	27

Client Reference No.: N/A	<b>Title:</b> Winter Roads and Parking lot Maintenance Kouchibouguac National Park	
	F COMPLIANCE WITH OCCUPATIONAL HEALTH AND SAFETY	27
ANNEX E TO PART 5 OF THE B	ID SOLICITATION	29
LIST OF NAMES FOR INTEGR	ITY VERIFICATION FORM	29
ANNEX F TO PART 5 OF THE B	ID SOLICITATION	31
FORMER PUBLIC SERVANT		31

Contracting Authority: Hélène Périard

Amendment No.: 00

Solicitation No.: 5P300-23-0073/A

5P300-23-0073/A 00 Hélène Périard

Client Reference No.: Title:

N/A Winter Roads and Parking lot Maintenance Kouchibouguac National Park

### **PART 1 – INFORMATION AND INSTRUCTIONS**

### 1.1. Security Requirements

There is no security requirement associated with the bid solicitation.

### 1.2. Statement of Work

The Work to be performed is detailed under Article 6.2 of the resulting contract clauses.

### 1.3. Optional Site Visit

It is recommended that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for the site visit to be held at 186 Route 117, Kouchibouguac, New-Brunswick E4X 2N7 on August 29, 2023. The site visit will begin at 14:00 ADT, at the administrative office.

Bidders are requested to **communicate with the Contracting Authority no later than August 25, 2023** at 14:00 EDT to **confirm attendance** and provide the name(s) of the person(s) who will attend. Bidders may be requested to sign an attendance sheet. Bidders who do not attend or do not send a representative will not be given an alternative appointment but they will not be precluded from submitting a bid. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.

# 1.4. Debriefings

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

# 1.5. Trade Agreement

The requirement is subject to the provisions of the Canadian Free Trade Agreement (CFTA), Canada-Chile Free Trade Agreement (CCFTA), Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPTPP), Canada-Colombia Free Trade Agreement (CCoFTA), Comprehensive Economic and Trade Agreement (CETA), Canada-Honduras Free Trade Agreement (CHFTA), Canada-Korea Free Trade Agreement (CKFTA), Canada-Panama Free Trade Agreement (CPFTA), Canada-Peru Free Trade Agreement (CPFTA), Canada-Ukraine Free Trade Agreement (CUFTA), Canada-United Kingdom Trade Continuity (Canada-UK TCA), and the World Trade Organization-Agreement on Government Procurement (WTO-GPA).

5P300-23-0073/A 00 Hélène Périard

Client Reference No.: Title:

N/A Winter Roads and Parking lot Maintenance Kouchibouguac National Park

### **PART 2 - BIDDER INSTRUCTIONS**

### 2.1. Standard Instructions, Clauses and Conditions

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

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The <u>2003</u> (2023-06-08), Standard Instructions – Goods or Services – Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

All reference to the Minister of Public Works and Government Services Canada shall be deleted and replaced with the Minister of the Environment for the purposes of the Parks Canada Agency. All reference to the Department of Public Works and Government Services Canada shall be deleted and replaced with the Parks Canada Agency.

### 2.2. Submission of Bids

Bids must be submitted only to the Parks Canada Agency (PCA) Bid Receiving Unit by the date and time indicated on page 1 of the bid solicitation.

# Bids submitted in-person or by courier will not be accepted.

The only acceptable facsimile for responses to bid solicitations is 1-877-558-2349.

The only acceptable email address for responses to bid solicitations is <u>soumissionsest-bidseast@pc.gc.ca</u>.

The maximum email file size that Parks Canada is capable of receiving is 15 megabytes. The Bidder is responsible for any failure attributable to the transmission or receipt of the emailed bid due to file size.

The Bidder should be cognisant of the size of the email as a whole, and not only the attachments. Please take into consideration that some attachments, when sent, may be resized during the email transfer. If the email size is too large, the Bidder should send the bid in multiple emails properly labeled with the solicitation number, project name, and indicate how many emails are included (ex. 1 of 2).

Emails with links to bid documents will not be accepted. Bid documents must be sent as email attachments.

5P300-23-0073/A 00 Hélène Périard

Client Reference No.: Title:

N/A Winter Roads and Parking lot Maintenance Kouchibouguac National Park

### 2.3. Enquiries – Bid Solicitation

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

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

# 2.4. Applicable Laws

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

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

### 2.5. Bid Challenge and Recourse Mechanisms

- **2.5.1.** Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- **2.5.2.** Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's <u>Buy and Sell website</u>, under the heading "<u>Bid Challenge and Recourse Mechanisms</u>" contains information on potential complaint bodies such as:
  - Office of the Procurement Ombudsman (OPO)
  - Canadian International Trade Tribunal (CITT)
- **2.5.3.** 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.

5P300-23-0073/A 00 Hélène Périard

Client Reference No.: Title:

N/A Winter Roads and Parking lot Maintenance Kouchibouguac National Park

# **PART 3 – BID PREPARATION INSTRUCTIONS**

# 3.1. Bid Preparation Instructions

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

Section I: Technical Bid Section II: Financial Bid Section III: Certifications

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

Section I: Technical Bid

In their technical bid, Bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment at Annex B.

Section III: Certifications

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

Client Reference No.: Title:

N/A Winter Roads and Parking lot Maintenance Kouchibouguac National Park

# PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 4.1. Evaluation Procedures

(a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.

(b) An evaluation team composed of representatives of Canada will evaluate the bids.

### 4.1.1. Technical Evaluation

### 4.1.1.1. Mandatory Technical Criteria

Technical bids will be evaluated against the mandatory technical evaluation criteria specified below.

Number	Mandatory Criteria			
M1	The Bidder's In order to provide adequate response times must maintain a depot within 25 kms of the junction of Highway 117 and the Park Boundary. This depot must be a full-service area for the Contractor's plowing and salting equipment as well as a storage area for salt and sand.  For validation, Canada will validate using a web mapping tool.			
M2	The Bidder must attest that they have all of the required facilities and resources in order to complete the work required as per Annex A – Statement of Work.  Bidders must provide attestation (see Part 5 – Certifications, Article 5.1.2) that they meet this mandatory criterion with their bid.			
	order to complete the work required as per Annex A – Statement of Work.  Bidders must provide attestation (see Part 5 – Certifications, Article 5.1.2)			

# 4.1.2. Financial Evaluation

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

### 4.1.3. Basis of Selection

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

Client Reference No.: Title:

N/A Winter Roads and Parking lot Maintenance Kouchibouguac National Park

### PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

# 5.1. Certifications Required with the Bid

No

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

# 5.1.1. Integrity Provisions – Declaration of Convicted Offences

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

### 5.1.2 Mandatory Technical Criterion Certification \*\*complete this with your bid\*\*

The bidder certifies that, should it be awarded a contract as result of the bid solicitation, it has all of the required facilities and resources in order to complete the work required as per Annex A – Statement of Work.
☐ Yes

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

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

### 5.2.1. Integrity Provisions – Required Documentation

In accordance with the 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), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

The Bidder, regardless of their status under the <u>Ineligibility and Suspension Policy</u>, must provide the information requested at **Annex E to Part 5 of the Bid Solicitation** prior to contract award.

5P300-23-0073/A 00 Hélène Périard

Client Reference No.: Title:

N/A Winter Roads and Parking lot Maintenance Kouchibouguac National Park

### 5.2.2. Former Public Servant

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.

In order to comply with Treasury Board policies and directives on contracts awarded to Former Public Servants, the Bidder must provide the information requested at **Annex F to Part 5 of the Bid Solicitation** prior to contract award.

### 5.2.3. Federal Contractors Program for Employment Equity – Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the <a href="Employment and Social">Employment and Social</a> Development Canada (ESDC) — Labour's website.

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.

5P300-23-0073/A Hélène Périard

Client Reference No.:

Winter Roads and Parking lot Maintenance Kouchibouguac National Park N/A

### **PART 6 – RESULTING CONTRACT CLAUSES**

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

### 6.1. **Security Requirements**

There is no security requirement applicable to the Contract.

#### 6.2. Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A".

#### Standard Clauses and Conditions 6.3.

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (https://buyandsell.gc.ca/policy-and-guidelines/standardacquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

### 6.3.1. General Conditions

2010C (2022-12-01), General Conditions – Services (Medium Complexity) apply to and form part of the Contract.

All reference to the Minister of Public Works and Government Services Canada shall be deleted and replaced with the Minister of the Environment for the purposes of the Parks Canada Agency. All reference to the Department of Public Works and Government Services Canada shall be deleted and replaced with the Parks Canada Agency.

#### 6.3.1.1. Compliance with On-site Measures, Standing Orders, Policies, and Rules

The Contractor must comply and ensure that its employees and subcontractors comply with all security measures, standing orders, policies or other rules in force at the site where the Work is performed.

#### 6.4. **Term of Contract**

### 6.4.1. Period of the Contract

The Work is to be performed during the period of November 15, 2023 to April 30, 2026.

# 6.4.2. Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to (3) three additional (1) one year period under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least (30) thirty calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

5P300-23-0073/A 00 Hélène Périard

Client Reference No.: Title

N/A Winter Roads and Parking lot Maintenance Kouchibouguac National Park

### 6.5. Authorities

### 6.5.1. Contracting Authority

The Contracting Authority for the Contract is:

Hélène Périard A/Advisor Parks Canada National Contracting Services Chief Financial Officer Directorate 30 Victoria Street Gatineau, QC J8X 0B3

Telephone: 873-355-3504

E-mail address: helene.periard@pc.gc.ca

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

# 6.5.2. Project Authority

The Project Authority for the Contract is:

# \*\*\* to be provided at contract award \*\*\*

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

**Client Reference No.:** 

Winter Roads and Parking lot Maintenance Kouchibouguac National Park N/A

### 6.5.3. Contractor's Representative

The Contractor's Representative for the Contract is: Please include with your submission.

Representative's Name:				
Representative's Title:				
Legal Vendor/ Firm Name:				
Operating Vendor/ Firm Name (if different than above):				
Physical Address:				
City:	Province/ Territory:		Postal Code:	
Telephone:		Facsimile:		
Email Address:				
Procurement Business Number Goods and Services Tax (GST) I				
6.6. Proactive Disclosure of C	Contracts with Fo	ormer Public Serv	/ants	

\*\*\* SACC Manual clause A3025C to be inserted at contract award, if applicable \*\*\*

### 6.7. **Payment**

# 6.7.1. Basis of Payment - Firm Unit Prices

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm units prices, as specified in Annex B, for a cost of \$ amount at contract award). Customs duties are included and Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

Client Reference No.: Title:

N/A Winter Roads and Parking lot Maintenance Kouchibouguac National Park

# 6.7.2. Monthly Payments

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:

- 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.

### 6.8. Invoicing Instructions

 The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must be supported by:

- a. a copy of the release document and any other documents as specified in the Contract.
- 2. Invoices must be distributed as follows:
  - a. One (1) copy must be forwarded electronically to the Project Authority identified in the section entitled "Authorities" of the contract for appropriate certification after inspection and acceptance of the Work takes place.

# 6.9. Certifications and Additional Information

### 6.9.1. Compliance

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

### 6.10. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in \*\*\* to be inserted at contract award \*\*\*.

Client Reference No.: Title:

N/A Winter Roads and Parking lot Maintenance Kouchibouguac National Park

# 6.11. Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) The Articles of Agreement;
- (b) The general conditions 2010C (2022-12-01), General Conditions Services (Medium Complexity);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Insurance Requirements;
- (f) Annex D, Attestation and Proof of Compliance with Occupational Health and Safety (OHS);
- (g) The Contractor's bid dated \*\*\* to be inserted at contract award \*\*\*.

# 6.12. Government Site Regulations

The Contractor must comply with all regulations, instructions and directives in force on the site where the Work is performed.

### 6.13. Government Property

Government Property must be used only for the purpose of performing the Contract.

### 6.14. Insurance Requirements

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

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

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

# 6.15. Inspection and Acceptance

The Project Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

Solicitation No.: 5P300-23-0073/A Amendment No.: 00 Contracting Authority: Hélène Périard

Client Reference No.:

Winter Roads and Parking lot Maintenance Kouchibouguac National Park N/A

# **ANNEX A**

# STATEMENT OF WORK

The Statement of Work is included under separate attachment (Annex A\_Kouchibouguac\_Winter Maintenance.pdf).

Client Reference No.: Title:

N/A Winter Roads and Parking lot Maintenance Kouchibouguac National Park

# **ANNEX B**

# **BASIS OF PAYMENT**

# **Financial Bid Submission Requirements**

- (a) Bidder must submit its financial bid in accordance with this Basis of Payment.
- (b) The bid must be submitted in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.
- (c) Total Combined Evaluated Estimated Bid Price Calculation:
  - a. For the purposes of evaluation, the evaluated bid price will be comprised of the combined total of Table A through Table F.

Client Reference No.: Title:

N/A Winter Roads and Parking lot Maintenance Kouchibouguac National Park

# A. Contract Period – Year 1 - November 15, 2023 to April 15, 2024

# A1. Required Services – Firm Unit Prices

Item No.	Description	Unit of Measurement	Firm Unit Price (a)	Estimated Quantity (b)	Extended Total = a x b	
Winter Maintenance						
A1.1	Highway 117 (includes on parking)	Per Month	\$	5	\$	
A1.2	Loggiecroft Road	Per Month	\$	5	\$	
A1.3	Parkway Road (Km 0.0 to 0.25)	Per Month	\$	5	\$	
A1.4	Compound Access Road	Per Month	\$	5	\$	
A1.5	North Kouchibouguac Road	Per Month	\$	5	\$	
A1.6	Cap Saint-Louis Road	Per Month	\$	5	\$	
A1.7	Headquarters Staff Parking	Per Month	\$	5	\$	
A1.8	Visitor Center Parking	Per Month	\$	5	\$	
A1.9	Pijeboogwek Parking	Per Month	\$	5	\$	
A1.10	Compound Maintenance Parking	Per Month	\$	5	\$	
A1.11	Walkways (Pijeboogwek, and Administration/Visitor Center)	Per Month	\$	5	\$	
(A)	SUB-TOTAL EVALUATED BID PRICE – Contract Period - Year 1 November 15, 2023 to 15 April 2024 Sum of A1.1 to A1.11 =				\$	

Client Reference No.: Title:

N/A Winter Roads and Parking lot Maintenance Kouchibouguac National Park

# B. Contract Period – Year 2 - November 15, 2024 to April 15, 2025

# **B1.** Required Services – Firm Unit Prices

Item No.	Description	Unit of Measurement	Firm Unit Price (a)	Estimated Quantity (b)	Extended Total = a x b
Winter Maintenance					
B1.1	Highway 117 (includes on parking)	Per Month	\$	5	\$
B1.2	Loggiecroft Road	Per Month	\$	5	\$
B1.3	Parkway Road (Km 0.0 to 0.25)	Per Month	\$	5	\$
B1.4	Compound Access Road	Per Month	\$	5	\$
B1.5	North Kouchibouguac Road	Per Month	\$	5	\$
B1.6	Cap Saint-Louis Road	Per Month	\$	5	\$
B1.7	Headquarters Staff Parking	Per Month	\$	5	\$
B1.8	Visitor Center Parking	Per Month	\$	5	\$
B1.9	Pijeboogwek Parking	Per Month	\$	5	\$
B1.10	Compound Maintenance Parking	Per Month	\$	5	\$
B1.11	Walkways (Pijeboogwek, and Administration/Visitor Center)	Per Month	\$	5	\$
(B)	SUB-TOTAL EVALUATED BID PRICE – Contract Period - Year 2 November 15, 2024 to 15 April 2025 Sum of B1.1 to B1.11 =				\$

Client Reference No.: Title:

N/A Winter Roads and Parking lot Maintenance Kouchibouguac National Park

# C. Contract Period – Year 3 - November 15, 2025 to April 15, 2026

# C1. Required Services – Firm Unit Prices

Item No.	Description	Unit of Measurement	Firm Unit Price (a)	Estimated Quantity (b)	Extended Total = a x b
Winter N	Maintenance				
C1.1	Highway 117 (includes on parking)	Per Month	\$	5	\$
C1.2	Loggiecroft Road	Per Month	\$	5	\$
C1.3	Parkway Road (Km 0.0 to 0.25)	Per Month	\$	5	\$
C1.4	Compound Access Road	Per Month	\$	5	\$
C1.5	North Kouchibouguac Road	Per Month	\$	5	\$
C1.6	Cap Saint-Louis Road	Per Month	\$	5	\$
C1.7	Headquarters Staff Parking	Per Month	\$	5	\$
C1.8	Visitor Center Parking	Per Month	\$	5	\$
C1.9	Pijeboogwek Parking	Per Month	\$	5	\$
C1.10	Compound Maintenance Parking	Per Month	\$	5	\$
C1.11	Walkways (Pijeboogwek, and Administration/Visitor Center)	Per Month	\$	5	\$
(C)	SUB-TOTAL EVALUATED BID PRICE – Contract Period - Year 3 November 15, 2025 to 15 April 2026 Sum of C1.1 to C1.11 =				\$

Client Reference No.: Title:

N/A Winter Roads and Parking lot Maintenance Kouchibouguac National Park

# D. Option Period 1 - November 15, 2026 to April 15, 2027

# D1. Required Services – Firm Unit Prices

Item No.	Description	Unit of Measurement	Firm Unit Price (a)	Estimated Quantity (b)	Extended Total = a x b
Winter N	Maintenance				
D1.1	Highway 117 (includes on parking)	Per Month	\$	5	\$
D1.2	Loggiecroft Road	Per Month	\$	5	\$
D1.3	Parkway Road (Km 0.0 to 0.25)	Per Month	\$	5	\$
D1.4	Compound Access Road	Per Month	\$	5	\$
D1.5	North Kouchibouguac Road	Per Month	\$	5	\$
D1.6	Cap Saint-Louis Road	Per Month	\$	5	\$
D1.7	Headquarters Staff Parking	Per Month	\$	5	\$
D1.8	Visitor Center Parking	Per Month	\$	5	\$
D1.9	Pijeboogwek Parking	Per Month	\$	5	\$
D1.10	Compound Maintenance Parking	Per Month	\$	5	\$
D1.11	Walkways (Pijeboogwek, and Administration/Visitor Center)	Per Month	\$	5	\$
(D)	SUB-TOTAL EVALUATED BID PRICE – Option Period 1 November 15, 2026 to April 15, 2027 Sum of D1.1 to D1.11 =			\$	

Client Reference No.: Title

N/A Winter Roads and Parking lot Maintenance Kouchibouguac National Park

# E. Option Period 2 – November 15, 2027 to April 15, 2028

# E1. Required Services – Firm Unit Prices

Item No.	Description	Unit of Measure ment	Firm Unit Price (a)	Estimated Quantity (b)	Extended Total = a x b
Winter N	Maintenance				
E1.1	Highway 117 (includes on parking)	Per Month	\$	5	\$
E1.2	Loggiecroft Road	Per Month	\$	5	\$
E1.3	Parkway Road (Km 0.0 to 0.25)	Per Month	\$	5	\$
E1.4	Compound Access Road	Per Month	\$	5	\$
E1.5	North Kouchibouguac Road	Per Month	\$	5	\$
E1.6	Cap Saint-Louis Road	Per Month	\$	5	\$
E1.7	Headquarters Staff Parking	Per Month	\$	5	\$
E1.8	Visitor Center Parking	Per Month	\$	5	\$
E1.9	Pijeboogwek Parking	Per Month	\$	5	\$
E1.10	Compound Maintenance Parking	Per Month	\$	5	\$
E1.11	Walkways (Pijeboogwek, and Administration/Visitor Center)	Per Month	\$	5	\$
(E)	SUB-TOTAL EVALUATED BID PRICE – Option Period 2 November 15, 2027 to April 15, 2028 Sum of E1.1 to E1.11 =			\$	

Client Reference No.: Title

N/A Winter Roads and Parking lot Maintenance Kouchibouguac National Park

# F. Option Period 3 – November 15, 2028 to April 15, 2029

# F1. Required Services – Firm Unit Prices

Item No.	Description	Unit of Measure ment	Firm Unit Price (a)	Estimated Quantity (b)	Extended Total = a x b
Winter N	Maintenance				
F1.1	Highway 117 (includes on parking)	Per Month	\$	5	\$
F1.2	Loggiecroft Road	Per Month	\$	5	\$
F1.3	Parkway Road (Km 0.0 to 0.25)	Per Month	\$	5	\$
F1.4	Compound Access Road	Per Month	\$	5	\$
F1.5	North Kouchibouguac Road	Per Month	\$	5	\$
F1.6	Cap Saint-Louis Road	Per Month	\$	5	\$
F1.7	Headquarters Staff Parking	Per Month	\$	5	\$
F1.8	Visitor Center Parking	Per Month	\$	5	\$
F1.9	Pijeboogwek Parking	Per Month	\$	5	\$
F1.10	Compound Maintenance Parking	Per Month	\$	5	\$
F1.11	Walkways (Pijeboogwek, and Administration/Visitor Center)	Per Month	\$	5	\$
(F)	SUB-TOTAL EVALUATED BID PRICE – Option Period 3 November 15, 2028 to April 15, 2029 Sum of F1.1 to F1.11 =			\$	

Client Reference No.: Title:

N/A Winter Roads and Parking lot Maintenance Kouchibouguac National Park

# G. Total Evaluated Bid Price

Item	Description	Bid Price
(A)	Contract Period – Year 1 - November 15, 2023 to April 15, 2024 SUB-TOTAL EVALUATED BID PRICE	\$
(B)	Contract Period – Year 2 - November 15, 2024 to April 15, 2025 SUB-TOTAL EVALUATED BID PRICE	\$
(C)	Contract Period – Year 3 - November 15, 2025 to April 15, 2026 SUB-TOTAL EVALUATED BID PRICE	\$
(D)	Option Period 1 – November 15, 2026 to April 15, 2027 SUB-TOTAL EVALUATED BID PRICE	\$
(E)	Option Period 2 – November 15, 2027 to April 15, 2028 SUB-TOTAL EVALUATED BID PRICE	\$
(F)	Option Period 3 – November 15, 2028 to April 15, 2029 SUB-TOTAL EVALUATED BID PRICE	\$
(G)	TOTAL EVALUATED BID PRICE Sum of Bid Price(s)	\$

# Notes:

- (a) Unidentified costs will not be allowable under the Contract unless there is a change to the work requirements and addressed by a contract amendment issued by the Contracting Authority;
- (b) Additional payment terms and conditions will not apply to the contract; and
- (c) Customs duties are included and Applicable Taxes are extra.

5P300-23-0073/A Hélène Périard

Client Reference No.:

Winter Roads and Parking lot Maintenance Kouchibouguac National Park N/A

### **ANNEX C**

### **INSURANCE REQUIREMENTS**

# **Commercial General Liability Insurance**

- 1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
- 2. The Commercial General Liability policy must include the following:
  - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Parks Canada Agency.
  - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
  - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
  - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
  - Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
  - Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
  - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
  - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
  - Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
  - Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
  - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
  - Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
  - Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.

Solicitation No.: Amendment No.: **Contracting Authority:** 5P300-23-0073/A Hélène Périard Client Reference No.: Winter Roads and Parking lot Maintenance Kouchibouguac National Park

### **ANNEX D**

N/A

# ATTESTATION AND PROOF OF COMPLIANCE WITH OCCUPATIONAL HEALTH AND SAFETY (OHS)

\*\*\* to be completed after contract award \*\*\*

Parks Canada Responsible Authority/Project

The following form must be completed and signed prior to commencing work on Parks Canada Sites.

Submission of this completed form, satisfactory to Parks Canada, is a condition of gaining access to the work place.

Parks Canada recognizes that federal OHS legislation places certain specific responsibilities upon Parks Canada as owner of the work place. In order to meet those responsibilities, Parks Canada is implementing a contractor safety regime that will ensure that roles and responsibilities assigned under Part II of the Canada Labour Code and the Canada Occupational Health and Safety Regulations are implemented and observed when involving contractor(s) to undertake works in Parks Canada work places.

Address

**Contact Information** 

Lead	
Project Manager	
Prime Contractor	
Subcontractor(s) (add additional fields as required)	
Location of Work	
General Description of Work to be Completed	

Solicitation No.: 5P300-23-0073/A Amendment No.: 00 Contracting Authority: Hélène Périard

Client Reference No.:

Title:
Winter Roads and Parking lot Maintenance Kouchibouguac National Park N/A

# Mark "Yes" where applicable.

	A meeting has been held to discuss hazards and access to the work place and all known and foreseeable hazards have been identified to the contractor and/or subcontractor(s)
	The contractor and/or its subcontractor(s) will comply with all federal and provincial/territorial legislation and Parks Canada's policies and procedures, regarding occupational health and safety.
	The contractor and/or its subcontractor(s) will provide all prescribed safety materials, equipment, devices and clothing.
	The contractor and/or its subcontractor(s) will ensure that its employees are familiar with and use all prescribed safety materials, equipment, devices and clothing at all times.
	The contractor and/or its subcontractor(s) will ensure that its activities do not endanger the health and safety of Parks Canada employees.
	The contractor and/or its subcontractor(s) has inspected the site and has carried out a hazard assessment and has put in place a health and safety plan and informed its employees accordingly, prior to the commencement of the work.
	Where a contractor and/or its subcontractor(s) will be storing, handling or using hazardous substances in the work place, it will place warning signs at access points warning persons of the presence of the substances and any precautions to be taken to prevent or reduce any hazard of injury or death.
	The contractor and/or its subcontractor(s) will ensure that its employees are instructed in respect of any emergency procedures applicable to the site.
	(contractor), certify that I have read, understood and t my firm, employees and all sub-contractors will comply with the requirements set out in this t and the terms and conditions of the contract.
Name:	
Signature	e:
Date:	

Client Reference No.: Title:

N/A Winter Roads and Parking lot Maintenance Kouchibouguac National Park

### ANNEX E TO PART 5 OF THE BID SOLICITATION

### LIST OF NAMES FOR INTEGRITY VERIFICATION FORM

# Requirements

Section 17 of the <u>Ineligibility and Suspension Policy</u> (the Policy) requires suppliers, regardless of their status under the Policy, to submit a list of names when participating in a procurement process. The required list differs depending on the Bidder's or Offeror's organizational structure:

- Suppliers including those bidding as joint ventures, whether incorporated or not, must provide a complete list of the names of all current directors.
- Privately owned corporations must provide a list of the owners' names.
- Suppliers bidding as sole proprietors, including sole proprietors bidding as joint ventures, whether incorporated or not, must provide a complete list of the names of all owners.
- Suppliers that are a partnership do not need to provide a list of names.

Suppliers may use this form to provide the required list of names with their bid or offer submission. Failure to submit this information with a bid or offer, where required, will render a bid or offer non-responsive, or the supplier otherwise disqualified for award of a contract or real property agreement. Please refer to <a href="Information Bulletin: Required information to submit a bid or offer">Information Bulletin: Required information to submit a bid or offer</a> for additional details.

# **Supplier Information**

Supplier's Legal Name:	Supplier's Legal Name:				
Organizational Structure: ( ) Corporate Entity					
Supplier's Legal Address:					
Province / Postal Code:					
Supplier's Procurement Business Number (optional):					

Amendment No.: 00 Contracting Authority: Hélène Périard Solicitation No.: 5P300-23-0073/A

Client Reference No.: N/A **Title:** Winter Roads and Parking lot Maintenance Kouchibouguac National Park

# **List of Names**

Name	Title
Declaration	
1,	(name)
	<b>position)</b> of
	supplier's name) declare that the information and belief, true, accurate and complete. I am aware id or offer non-responsive, or I will be otherwise greement. I am aware that during the bid or offer rm the Contracting Authority in writing of any lso aware that after contract award I must inform the
Signature:	
Date:	

Client Reference No.: Title:

N/A Winter Roads and Parking lot Maintenance Kouchibouguac National Park

### ANNEX F TO PART 5 OF THE BID SOLICITATION

### FORMER PUBLIC SERVANT

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

### **Definitions**

For the purposes of this clause,

"former public servant" is any former member of a department as defined in the <u>Financial Administration</u> <u>Act</u>, R.S., 1985, c.. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

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

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the <u>Public Service Superannuation Act</u> (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the <u>Supplementary Retirement Benefits Act</u>, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the <u>Canadian Forces Superannuation Act</u>, R.S., 1985, c. C-17, the <u>Defence Services Pension Continuation Act</u>, 1970, c. D-3, the <u>Royal Canadian Mounted Police Pension Continuation Act</u>, 1970, c. R-10, and the <u>Royal Canadian Mounted Police Superannuation Act</u>, R.S., 1985, c. R-11, the <u>Members of Parliament Retiring Allowances Act</u>, R.S., 1985, c. M-5, and that portion of pension payable to the <u>Canada Pension Plan Act</u>, R.S., 1985, c. C-8.

Client Reference No.: Title:

N/A Winter Roads and Parking lot Maintenance Kouchibouguac National Park

# Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? Yes ( ) No ( )

If so, the Bidder must provide the following information, for all FPS in receipt of a pension, as applicable:

- (a) name of former public servant;
- (b) date of termination of employment or retirement from the Public Service.

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with <a href="Contracting Policy Notice: 2019-1">Contracting Policy Notice: 2019-1</a> and the <a href="Guidelines on the Proactive Disclosure of Contracts">Guidelines on the Proactive Disclosure of Contracts</a>.

### **Work Force Adjustment Directive**

Is the Bidder a FPS who received a lump sum payment pursuant to the Yes ( ) No ( ) terms of the Work Force Adjustment Directive?

If so, the Bidder must provide the following information:

- (a) name of former public servant;
- (b) conditions of the lump sum payment incentive;
- (c) date of termination of employment;
- (d) amount of lump sum payment;
- (e) rate of pay on which lump sum payment is based;
- (f) period of lump sum payment including start date, end date and number of weeks:
- (g) number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.