

**RETURN BIDS TO:  
RETOURNER LES SOUMISSIONS À:**  
**Bid Receiving Public Works and Government  
Services Canada/Réception des soumissions  
Travaux publics et Services gouvernementaux  
Canada**  
**Cabot Place, Phase II  
Box 4600  
St. John's, NL  
A1C 5T2  
Bid Fax: (709) 772-4603**

**REQUEST FOR PROPOSAL  
DEMANDE DE PROPOSITION**

**Proposal To: Public Works and Government  
Services Canada**

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

**Proposition aux: Travaux Publics et Services  
Gouvernementaux Canada**

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

**Comments - Commentaires**

<b>Title - Sujet</b> PC- Highway Salt	
<b>Solicitation No. - N° de l'invitation</b> 5P115-120062/A	<b>Date</b> 2012-05-24
<b>Client Reference No. - N° de référence du client</b> 5P115-120062	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$XAQ-040-5592	
<b>File No. - N° de dossier</b> XAQ-2-35025 (040)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2012-07-04</b>	
<b>Time Zone</b> <b>Fuseau horaire</b> Newfoundland Daylight Saving Time NDT	
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Connolly, Carolyn	<b>Buyer Id - Id de l'acheteur</b> xaq040
<b>Telephone No. - N° de téléphone</b> (709) 772-5396 ( )	<b>FAX No. - N° de FAX</b> (709) 772-4603
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> Terra Nova National Park of Canada General Delivery Glovertown NL AOG 2LO	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

**Vendor/Firm Name and Address**

**Raison sociale et adresse du  
fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**

PWGSC / TPGSC - Nfld. Region  
Cabot Place, Phase II, 6th Floor  
Box 4600  
St. John's, NL  
A1C 5T2

<b>Delivery Required - Livraison exigée</b> See Herein	<b>Delivery Offered - Livraison proposée</b>
<b>Vendor/Firm Name and Address</b> <b>Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
<b>Telephone No. - N° de téléphone</b> <b>Facsimile No. - N° de télécopieur</b>	
<b>Name and title of person authorized to sign on behalf of Vendor/Firm</b> <b>(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>

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## **PART 1 - GENERAL INFORMATION**

### **1. Security Requirement**

There is no security requirement associated with the requirement.

### **2. Requirement**

Parks Canada, Newfoundland Region, has a requirement for the supply and delivery of sodium chloride for use as a road deicer for the 2012-2013 winter season. The one (1) location of delivery is Terra Nova National Park, Trans Canada Highway, NL (2,800 metric tonnes).

Sodium chloride delivered to the Parks Canada storage shed must remain in a free flowing and useable condition for at least 60 days from the date of delivery. The bulk of road salt must be delivered by 01 October 2012. All work to be in accordance with the Specification attached as Annex "B" in the Request for Proposal (RFP).

This requirement is subject to the provisions of the Agreement on Internal Trade (AIT); the North American Free Trade Agreement (NAFTA); and the World Trade Organization-Agreement on Government Procurement (WTO-AGP).

### **3. Debriefings**

After contract award, 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 of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

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## **PART 2 - BIDDER INSTRUCTIONS**

### **1. Standard Instructions, Clauses and Conditions**

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the Standard Acquisitions Clauses and Conditions (SACC) Manual (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) issued by Public Works and Government Services Canada.

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

The 2003 (2012-03-02) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

#### **1.1 SACC Manual Clauses**

B1000T (2007-11-30) Condition of Material

### **2. Submission of Bids**

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on Page 1 of the bid solicitation.

#### **2.1 Improvement of Requirement During Solicitation Period**

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least five (5) days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

### **3. Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) calendar days before the bid closing date. Enquiries received after that time may not be answered. Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

### **4. Applicable Laws**

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

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

## **5. Term of Contract**

### **5.1 Period of the Contract**

Date of issue to 30 April 2013.

### **5.2 Delivery Date**

Bulk of salt shall be delivered by 01 October 2012 unless otherwise stated.

## **6. Consignee**

Shipment shall be consigned FOB destination including all delivery charges to:

Parks Canada, Terra Nova National Park, Trans Canada Highway, NL.

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## **PART 3 - BID PREPARATION INSTRUCTIONS**

### **1. Bid Preparation Instructions**

Canada requests that bidders provide their bid in separately bound sections as follows:

Section I: Technical Bid (2 hard copies)  
Section II: Financial Bid (1 hard copy)  
Section III: Certifications (1 hard copy)

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

Canada requests that bidders follow the format instructions described below in the preparation of their bid:

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders are encouraged to:

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

#### **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 in Annex "A". The total amount of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) must be shown separately, if applicable.

#### **Section III: Certifications**

Bidders must submit the certifications required under Part 5.

## **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **1. Evaluation Procedures**

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

### **1.1 Technical Evaluation**

#### **1.1.1 Mandatory Technical Criteria**

(a) Delivery: On or Before 01 October 2012 as per instructions detailed in the Specification found at Annex "B" :

Met \_\_\_\_\_ Not Met \_\_\_\_\_

(b) Meets all specifications and conditions stated in Annex "B", Specification :

Met \_\_\_\_\_ Not Met \_\_\_\_\_

### **1.2 Financial Evaluation**

SACC Manual Clause A0222T (2010-01-11), Evaluation of Price

## **2. Basis of Selection**

### **2.1 Basis of Selection - Mandatory Technical Criteria Only**

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

## PART 5 - CERTIFICATIONS

Bidders must provide the required certifications to be awarded a contract. Canada will declare a bid non-responsive if the required certifications are not completed and submitted as requested.

Compliance with the certifications bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after award of a contract. The Contracting Authority will have the right to ask for additional information to verify bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

### 1. Certifications Precedent to Contract Award

The certifications listed below should be completed and submitted with the bid, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

#### 1.1 Federal Contractors Program - Certification

##### Federal Contractors Program - over \$200,000.00

1. The Federal Contractors Program (FCP) requires that some suppliers, including a supplier who is a member of a joint venture, bidding for federal government contracts, valued at \$200,000 or more (including all applicable taxes), make a formal commitment to implement employment equity. This is a condition precedent to contract award. If the Bidder, or, if the Bidder is a joint venture and if any member of the joint venture, is subject to the FCP, evidence of its commitment must be provided before the award of the Contract.

Suppliers who have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive government contracts over the threshold for solicitation of bids as set out in the *Government Contracts Regulations*. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to less than 100 employees. Any bids from ineligible contractors, including a bid from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

2. If the Bidder does not fall within the exceptions enumerated in 3.(a) or (b) below, or does not have a valid certificate number confirming its adherence to the FCP, the Bidder must fax (819-953-8768) a copy of the signed form LAB 1168, Certificate of Commitment to Implement Employment Equity, to the Labour Branch of HRSDC.

3. The Bidder, or, if the Bidder is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Bidder or the member of the joint venture

- (a) ( ) is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees,

and/or temporary employees having worked 12 weeks or more in Canada;

- (b) ( ) is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C., 1995, c. 44;
- (c) ( ) is subject to the requirements of the FCP, having a workforce of 100 or more full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC (having not bid on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is attached;
- (d) ( ) is subject to the FCP, and has a valid certificate number as follows: \_\_\_\_\_ (e.g. has not been declared an ineligible contractor by HRSDC.)

Further information on the FCP is available on the HRSDC Web site.

## 1.2 Former Public Servant Certification

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

### Definitions

For the purposes of this clause,

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

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

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

"pension" means a pension payable pursuant to the Public Service Superannuation Act, R.S., 1985, c. P-36, as indexed pursuant to the Supplementary Retirement Benefits Act, R.S., 1985, c. S-24.

Former Public Servant in Receipt of a Pension

Is the Bidder a FPS in receipt of a pension as defined above?

YES ( ) NO ( )

If so, the Bidder must provide the following information:

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

### **Work Force Reduction Program**

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

If so, the Bidder must provide the following information:

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

For all contracts awarded during the lump sum payment period, the total amount of fee that may be paid to a FPS who received a lump sum payment is \$5,000, including the Goods and Services Tax or Harmonized Sales Tax.

### **Certification**

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

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## PART 6 - RESULTING CONTRACT CLAUSES

### 1. Security Requirement

There is no security requirement associated with the requirement.

### 2. Requirement

Parks Canada, Newfoundland Region, has a requirement for the supply and delivery of sodium chloride for use as a road deicer for the 2012-2013 winter season. The one (1) location of delivery is Terra Nova National Park, Trans Canada Highway, NL (2,800 metric tonnes).

Sodium chloride delivered to the Parks Canada storage shed must remain in a free flowing and useable condition for at least 60 days from the date of delivery. The bulk of road salt must be delivered by 01 October 2012. All work to be in accordance with the Specification attached as Annex "B" in the Request for Proposal (RFP).

### 3. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the *Standard Acquisition Clauses and Conditions* (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) Manual issued by Public Works and Government Services Canada.

#### 3.1 General Conditions

2010A (2012-03-02), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

### 4. Term of Contract

#### 4.1 Period of the Contract

Date of issue to 30 April 2013.

#### 4.2 Delivery Date

Bulk of salt shall be delivered by 01 October 2012 unless otherwise stated.

#### 4.3 Consignee

Shipment shall be consigned FOB destination including all delivery charges to:

Parks Canada, Terra Nova National Park, Trans Canada Highway, NL.

### 5. Authorities

#### 5.1 Contracting Authority

The Contracting Authority for the Contract is:

Carolyn Connolly

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Contracting Officer  
Public Works and Government Services Canada  
Acquisitions Branch, Atlantic Region  
Science, Services and Marine  
The John Cabot Building, 10 Barter's Hill  
P.O. Box 4600, St. John's, NL A1C 5T2

Telephone : (709) 772-5396  
Facsimile: (709) 772-4603  
E-mail address: carolyn.connolly@pwgsc.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.

## 5.2 Project Authority

The Project Authority for the Contract will be announced 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.

## 5.3 Contractor's Representative *[To be completed by the offeror]*

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-mail: \_\_\_\_\_

## 6. Payment

### 6.1 Basis of Payment

#### Basis of Payment - Firm Unit Price(s)

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price, as specified in the contract for a cost of \$\_\_\_\_\_ (inserted at contract award). Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

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.

## 6.2 Limitation of Price

SACC Manual clause C6000C (2011-05-16) Limitation of Price  
SACC Manual clause H1000C (2008-05-12) Single Payment

## 7. Invoicing Instructions

1. 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.
2. Invoices must be distributed as follows: (a) The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

## 8. Certifications

- 8.1 Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

## 9. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Newfoundland and Labrador.

## 10. 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 2010A (2012-03-02) General Conditions - Goods (Medium Complexity)
- (c) Annex "A", Requirement/Pricing;
- (d) Annex "B", Specification;
- (e) the Contractor's bid dated \_\_\_\_\_ (insert date of bid) (If the bid was clarified or amended, insert at the time of contract award: ", as clarified on \_\_\_\_\_" **or** ", as amended on \_\_\_\_\_" and insert date(s) of clarification(s) or amendment(s))

## 11. SACC Manual Clauses

A9068C (2010-01-11) Government Site Regulations  
B1505C (2006-06-16) Shipment of Hazardous Materials

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**ANNEX "A"**  
**REQUIREMENT/PRICING**

**Requirement:**

Parks Canada, Newfoundland Region, has a requirement for the supply and delivery of sodium chloride for use as a road deicer for the 2012-2013 winter season. The one (1) location of delivery is Terra Nova National Park, Trans Canada Highway, NL (2,800 metric tonnes).

**Pricing:**

- Goods to be delivered FOB destination and stored in the Parks Canada Agency storage shed.

<b>Item/Destination</b>	<b>Unit of Measure</b>	<b>Pricing (HST Extra)</b>
Sodium Chloride: Terra Nova National Park*	2,800 Tonnes	\$ _____
Total (HST Extra):		
		\$ _____

\* Terra Nova National Park, Trans Canada Highway, NL.

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**ANNEX "B"**  
**Specifications**

## Tender for Winter Salt 2012/13

### SPECIFICATIONS FOR WINTER SALT (SODIUM CHLORIDE)

1. This specification covers the requirements for supply, delivery and acceptance of sodium chloride for use as a road de-icer. Delivery location will be the maintenance compound Terra Nova National Park, TCH.
2. The sodium chloride shall conform to ASTM Specification D632-72, Type I, Grade I. The sodium chloride shall contain not more than 3/4 of 1% water by weight and shall be free flowing and usable when delivered to designated storage locations. An anti-caking additive consisting of Prussian Blue or Yellow Prussiate of soda or both in the total to the proportion of 100 p.p.m. to be added and uniformly distributed throughout the sodium chloride. The sodium chloride shall be free from foreign materials including gravel, sand, clay or similar materials and shall not contain any lumps, materials or things the physical properties of which might result in damage to de-icer dispensing equipment or adversely affect the operation of such equipment. Suppliers are advised that oversized material within the ASTM Specification tolerances is not acceptable. The Department may at its discretion, accept oversized material to a maximum of 5% at which time suppliers will be required to supply extra salt to compensate for the oversized material. This extra material will be calculated at the % over the Specification times (x) the total amount delivered to that location. Under no circumstances shall the sodium chloride contain any other sodium chloride in any proportion or from any source which does not conform with these specifications.
3. By tendering each contractor warrants to the Parks Canada Agency that sodium chloride delivered to the Parks Canada storage sheds will remain in a free flowing and usable condition for a period of at least 60 days from the date of delivery. The Parks Canada Agency accepts that such warranty is applicable to the "caking" of the sodium chloride into a cohesive mass and not to the normal "crusting" of sodium chloride in storage.
4. Payment will be made on the basis of quantities accepted for delivery at the Parks Canada storage locations. Quantities will be determined by a weigh slip for each truck load delivered to the Department's or the Municipalities/Others storage locations. The contractor will be required to have ALL Salt weighed in accordance with Section 501 of the Department of Transportation and Works Specifications Book available on-line at <http://www.tw.gov.nl.ca/hwdesign/specbook>. No quantity of Salt will be accepted without a weigh slip. In areas where Government Owned Scales will be used, Contractors are to give the Regional Director in the Region Three (3) days (72 hours) advance notice of Delivery of Salt for each Location to ensure that Government Owned Scales will be open and available. In instances where the Government Scales are required to be open after Normal Working Hours, the extra cost will be at the Contractor's Expense. The contractor will be responsible to pay for the Operation of the Government Scales after Normal Working Hours and will be invoiced accordingly.

After the issue of the Purchase Order, the successful contractor will seek the approval of the Asset Manager in writing at the address below for each type of weighing system that will be used at each delivery location, i.e. Government Permanent Scale, Contractor Scale.

Jerry Feltham

Asset Manager  
Terra Nova National Park  
General Delivery  
Glovertown, NL A0G 2L0  
Telephone: 709-533-3182 Facsimile: 709-533-2104

**Bidders are advised that Draft Surveys will NOT be considered for payment.  
By tendering on this tender, suppliers agree to the conditions for payment.**

5. The contractor shall be required to weigh vehicle loads at the Government's permanent weigh scales to conform to the law.
6. The conformance of the sodium chloride to the specifications will be determined at the point of delivery to the Department's storage areas. Three consecutive tests showing water content in excess of zero point one (0.1) percentage point of the specification will be cause for rejection. Parks Canada Agency may at its discretion accept higher moisture content than the tolerance allowed. In cases where higher moisture content is accepted, Suppliers will at no cost to Parks Canada Agency supply additional material to compensate for the excessive moisture. This extra material will be calculated at the % over the Specification times (x) the total amount delivered to that location. The decision as to acceptability shall be Parks Canada's, whose decision will be final. Moisture contents in excess of 2% will be considered only in extenuated circumstances. Any part of any vehicle load failing to meet any specification may be cause for rejection of the entire content of the vehicle which shall, upon notification, be forthwith removed from Parks Canada's property. The net contents of rejected vehicle loads shall be ascertained and deducted from amounts payable for that delivery location.
7. All vehicles must be so equipped to prevent spillage of the contents from the vehicles and adequately covered to prevent other wastage from the vehicles. Any vehicle load showing evidence of wastage or not adequately covered will be subject to a penalty which will reduce the quantity delivered by one tonne per 10 km or part thereof of the length of haul from loading point to delivery point. The total of all penalties will be deducted from amounts payable as determined by approved weight method. Vehicles trucking sodium chloride shall go directly to the designated storage facility from the weigh scales. Vehicles deviating from this will not be used in future shipments.
8. Bidders are advised that this contract will be monitored by Parks Canada, the Department of Transportation and Works, the Department of Government Services & Lands and Motor Registration Division for compliance to legal weights. Over weight deliveries will not be accepted by the Department as well as notification will be given to Motor Registration Division to monitor deliveries as they see fit. (See also item # 5)
9. Notwithstanding the foregoing Parks Canada reserves the right to increase or decrease the quantity tendered by an amount not exceeding 50% of the tender quantity without adjustment of the price tendered. This 50% increase/decrease shall be on a regional basis and the quantity can be distributed to the sub-depot of Parks Canada's choice at the unit price for that sub-depot. This adjustment may take place at time of award and throughout the winter season until April 30, 2013. Quantities in excess of the amount included on the Purchase Order will not be accepted for payment.
10. The Department reserves the right to purchase up to an additional 20% of the Total Salt Quantity at anytime up to April 30, 2013. This quantity will have the original unit price of Salt along with any increase in trucking costs that will be determined at the time of order.

11. The Contractor shall notify the Asset Manager of Parks Canada, Terra Nova National Park not less than two (2) working days in advance of delivery of materials. Delivery will be accepted during normal Parks Canada working hours but the Asset Manager may agree to accept delivery at other times at the request of the contractor. Such requests will only be accepted upon notice of at least three (3) complete working days. The cost associated with Parks Canada Staff will be incurred by Parks Canada. Requests without adequate notice will be approved at the discretion of the Asset Manager, whose decision will be final. Suppliers are advised that no deliveries will be accepted after 11:00pm.
12. Delivery may commence upon receipt of order and must be completed by October 1, 2012, unless otherwise noted in the tender.
13. Invoices may be sent to the Asset Manager in Terra Nova National Park as follows;

Jerry Feltham  
Asset Manager  
Terra Nova National Park  
General Delivery  
Glovertown, NL A0G 2L0  
Telephone: 709-533-3182 Facsimile: 709-533-2104