**RETURN BIDS TO:** 

RETOURNER LES SOUMISSIONS Á:

Parks Canada Agency P.O. Box 900 Banff, Alberta T1L 1K2

# REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

Proposal to: Parks Canada Agency

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 or attached hereto, the supplies and services listed herein or on any attached sheets at the price(s) set out therefore.

Propositions à : l' Agence Parcs 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 articles et les services énumérés ici et sur toute feuille ci-annexée, au(x) prix indiqué(s).

Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur

Title-Sujet	
Wooden Exhibit Panels for B	ow Valley Welcome Signs
Solicitation No Nº de l'invitation 5P421-14-0211	Date October 11, 2013
GETS Reference No. – Nº de référence d	le SEAG
Client Reference No. – $N^{\circ}$ de référence du clie $5P421-14-0211$	nt
Solicitation Closes	Time Zone
L'invitation prend fin –	Fuseau horaire -
at – à 02:00 PM on – le October 31, 2013	Mountain Time
Address Inquiries to: - Adresser toute d	emande de renseignements à :
Rose Marino	
Telephone No Nº de téléphone	Fax No. – Nº de FAX:
403-760-1319	403-762-5057
Destination of Goods, Services, and Destination des biens, services et co	
See Herein	
Vendor/Firm Name and Address	
Raison sociale et adresse du fourr	nisseur/de l'entrepreneur :
Name and title of person authorized to s (type or print) Nom et titre de la personne autorisée à s l'entrepreneur (taper ou écrire en carac	igner au nom du fournisseur/ de
Name/Nom	Title/Titre
Signature	Date



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#### **PART 1 - GENERAL INFORMATION**

## 1. Security Requirement

There is no security requirement associated with the requirement.

#### 2. Statement of Work

The Work to be performed is detailed under Annex A Statement of Work of the resulting contract clauses.

## 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.

## **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 <u>Standard Acquisition Clauses and Conditions</u> (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) 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 2003 (2011-05-16) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

#### 2. Submission of Bids

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

## 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 Alberta.

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.





#### 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 copies)

Section III: Certifications (1 hard copies)

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 <a href="Policy on Green">Policy on Green</a>
<a href="Procurement">Procurement</a> (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:</a>

- 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, Annex "B". 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.





#### 2. Basis of Selection

# 2.1 Basis of Selection - Lowest Price per Point

- 1. To be declared responsive, a bid must:
  - a. comply with all the requirements of the bid solicitation;
  - b. meet all mandatory technical evaluation criteria; and
  - c. obtain the required minimum of 30 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 40 points
- 2. Bids not meeting (a) or (b) or (c) will be declared non-responsive. Neither the responsive bid that receives the highest number of points nor the one that proposed the lowest price will necessarily be accepted. The responsive bid with the lowest evaluated price per point 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

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

The certifications provided by bidders to Canada are subject to verification by Canada at all times. 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 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 with this request will also render the bid non-responsive or will constitute a default under the Contract.

# 1.1 Federal Contractors Program – 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 (http://www.labour.gc.ca/eng/standards\_equity/eq/emp/fcp/list/inelig.shtml) available from Human Resources and Skills Development Canada (HRSDC) - 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" is at the time of contract award.

#### **PART 6 - RESULTING CONTRACT CLAUSES**

## 1. Security Requirement

There is no security requirement associated with the requirement.

# 2. Statement of Work

The Work to be performed is detailed under Annex A Statement of Work.



#### 3. Standard Clauses and Conditions

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

## 3.1 General Conditions

2010C (2011-05-16), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

#### 4. Term of Contract

#### 4.1 Period of the Contract

The period of the Contract is from date of award to March 1, 2014 inclusive.

#### 5. Authorities

## 5.1 Contracting Authority

The Contracting Authority for the Contract is:

Rose Marino Contracting Officer P.O. Box 900 Banff, Alberta T1L 1K2

Telephone: 403-760-1319 Facsimile: 403-762-5057 E-mail address: rose.marino@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.

# 5.2 Project Authority

The Project Authority for the Contract is: To be Announced

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

Name:	
Title:	
Organisation:	
Address:	
Telephone :	
Facsimile:	





Email address:	
Procurement Business Number (PBN) :	

## Instruction on how to obtain a Procurement Business Number (PBN)

Canadian Bidders are required to have a Procurement Business Number (PBN) before Contract award. Bidders may register for a PBN in the Supplier Registration Information service on line at the Business Access Canada Website at: https://buyandsell.gc.ca. For non- Internet registration, Bidders may contact the Business Access Canada InfoLine at 1-800-811-1148 to obtain the telephone number of the nearest Supplier Registration Agent.

## 6. Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price in Annex B "for a cost of \$ \_\_\_\_\_\_. 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.

# 7. Invoicing Instructions

Canada will pay the Contractor upon completion and delivery of the Work 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 delivered has been accepted by Canada.

#### 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 Alberta.

# 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 2010C (2011-05-16), General Conditions Services (Medium Complexity)
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment



(e) the Cont	ractor's bid o	dated	(insert date	e of bid)	(If the	bid was	clarified	or	amended
insert at the	time of co	ntract award:	",						
as clarifie	d on	" <i>or</i> ", as ame	ended on	"	' and in	sert			
date(s)	of clarifica	ition(s) or am	endment(s	))					

#### 11. 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 Public Works and Government Services Canada.
  - 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.
  - e. 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.
  - f. 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.
  - j. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
  - 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.
  - I. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
  - m. Non-Owned Automobile Liability Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
  - n. Litigation Rights: Pursuant to subsection 5(d) of the <u>Department of Justice Act</u>, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For other provinces and territories, send to:

Senior General Counsel, Civil Litigation Section, Department of Justice 234 Wellington Street, East Tower Ottawa, Ontario K1A 0H8



A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to codefend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.



#### ANNEX "A"

## STATEMENT OF WORK

#### 1.0 OBJECTIVE

The objective of this project is to design, fabricate and install three wooden panels/signs inside the roadside 'Sense of Arrival' structures as illustrated in Appendix A.

## 2.0 LOCATIONS

The panels are to be affixed within the 'frame' of the structures located at Km 0.5, Km 23.7, and Km 49.0 (approximate) of the Bow Valley Parkway (Note: these are the locations when starting at the eastern entrance to the parkway, travelling westbound).

#### 3.0 STATEMENT OF WORK

The contractor will be responsible for:

- designing and manufacturing three wooden panels according to the specifications below;
- manufacturing or procuring all mounting hardware; and
- installing the panels in the structures.

## **Panel Specifications**

Each of the three panels must:

- be of wood without extensive 'graining', as it is important the lettering and image is recognizable and easy to read from a distance;
- be somewhat smaller (e.g. 2-3 inches on all sides) than the open space of the structure or approximately 135" wide x 70" high, in order that the panel may be displayed / framed within it (see Attachment A for exact dimensions. Note: the contractor is responsible for communicating with fabricator of the sense of arrival structures to verify any limitations of the structures with respect to the maximum allowable weight of the panels and types of mounting that can be accommodated;
- be affixed with vandal proof, powder coated hardware provided by the contractor, within the smaller sense of arrival structure in such a way as to allow for expansion and contraction of the wood;
- be of a style and use colours that fit with the natural environment and the 'framing' structure illustrated in Appendix A, page 2;
- be durable, UV and graffiti resistant with a clear varnish-finish (acrylic polyurethane clear coat or comparable product), with a minimum 8 year warrantee against delaminating, fading, and failure of materials due to environmental conditions at the site;
- include the words Bow Valley Parkway in French and English, in V-groove lettering; and
- have a carved illustration of a local wildlife species a wolf, a grizzly, or an osprey. The
  illustration may be of the entire animal or an identifiable portion of it.

# Panel Design

• The designer must provide Parks Canada with concepts for approval, prior to any fabrication.



## 5.0 RESPONSIBILITIES OF THE CONTRACTOR

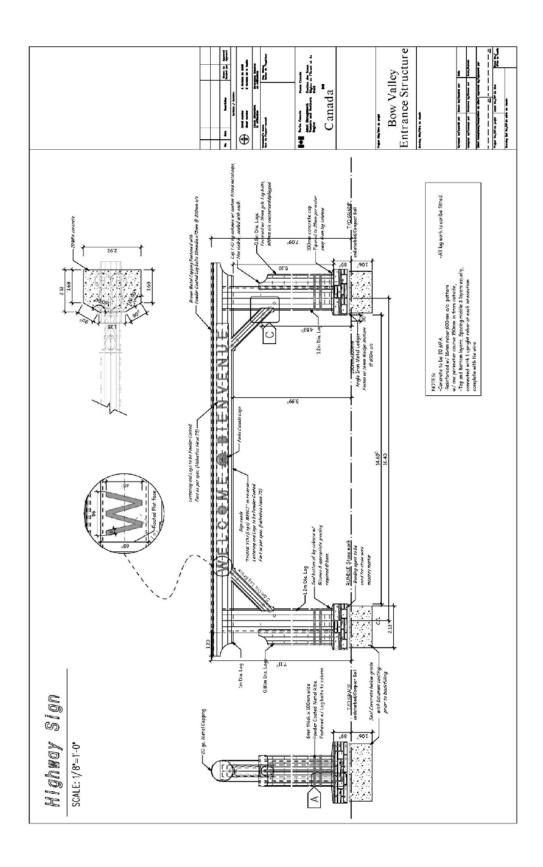
- Communicate with the Parks Canada representative about project requirements at the start of the project and throughout.
- Provide Parks Canada representative with digital files of the artwork.
- Provide proofs on paper, and samples of materials used.
- Communicate with fabricator of the sense of arrival structures to verify any limitations of the structures with respect to the maximum allowable weight of the panels and types of mounting that can be accommodated.
- Install the panels.
- Provide written instructions for the care, maintenance, removal and replacement of the wooden panels.
- Provide one extra set of mounting hardware

#### 6.0 PARKS CANADA RESPONSIBILITIES

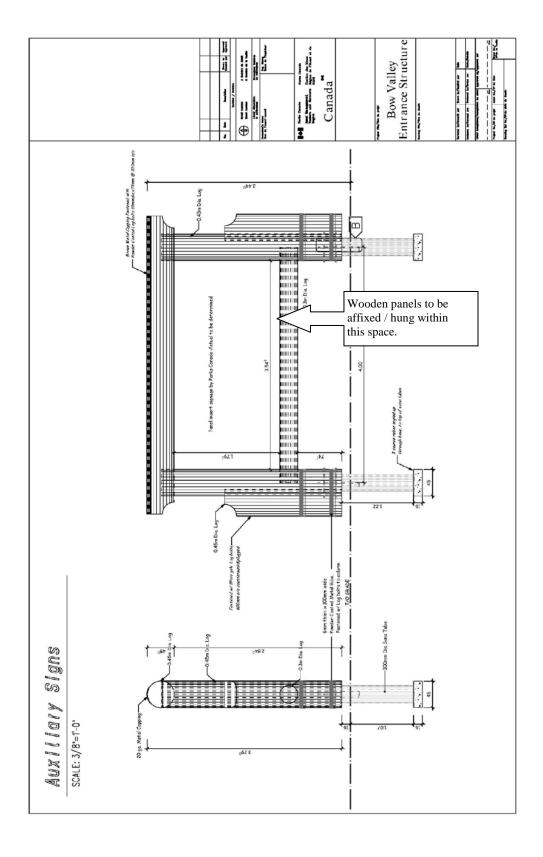
- To convene a briefing meeting /site visit at a mutually convenient time within the time frame specified above.
- Provide background information to the project as requested by the contractor.
- Provide the wording for the panels in French and English.
- Provide feedback and/or approval on the wood selection, designs and materials within 6 working days of receipt.



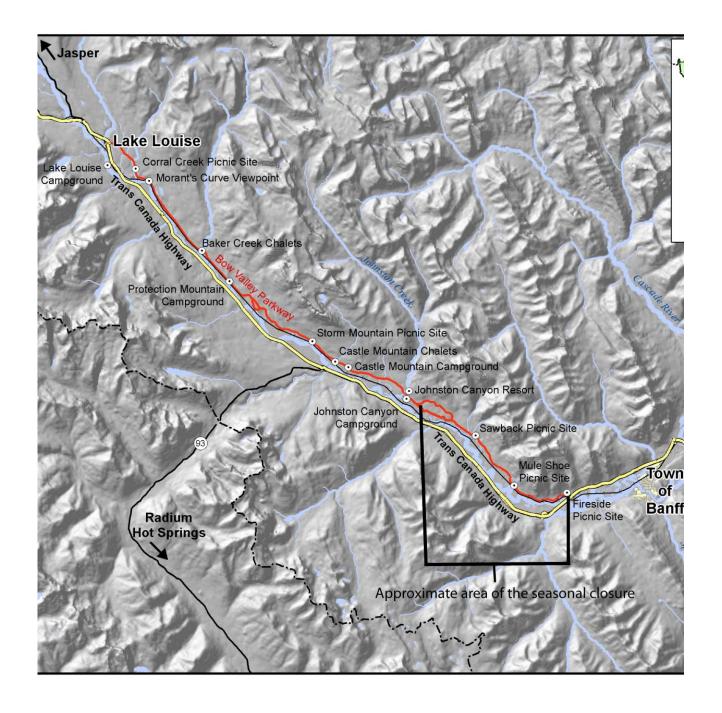
Appendix A – Sense of Arrival Structures for Panel Insertion













Annex B	
Basis of Payment	
	supply and install three panels described in Annex "A" Statement o ustration, inclusive of all costs for the Lump Sum price of:
\$	GST extra
OR	
	supply and install three panels described in Annex "A" Statement o
\$	GST extra



## Annex C

#### **Basis of Selection Evaluation Criteria**

# 1) Basis of Selection

- 1. To be declared responsive, a bid must:
  - a. comply with all the requirements of the bid solicitation;
  - b. meet all mandatory technical evaluation criteria; and
  - c. obtain the required minimum of 30 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 40 points
- 2. Bids not meeting (a) or (b) or (c) will be declared non-responsive. Neither the responsive bid that receives the highest number of points nor the one that proposed the lowest price will necessarily be accepted. The responsive bid with the lowest evaluated price per point will be recommended for award of a contract.

# 2) Evaluation Criteria

Bidders must insure that they have included sufficient documentation to prove compliance with the following technical criteria. Parks Canada Agency will only evaluate the documents included in the bid. No websites or electronic submissions will be evaluated.

Item	Evaluation Criteria	Max Points	Points
		(40)	Attained
1	Previous experience producing similar size or scope of work	10	
2	Project concept (2 pages maximum) outlining the proposed general approach, materials and 'look' of the panels	10	
3	References (submit 2) 10 points each	20	
	Bidders Total Points		
	Minimum Points required to pass	30	

