



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS Á:

Parks Canada Agency
P.O. Box 220
6300 Highway 93S
McKay Compound, Stores Building
Radium Hot Springs, British Columbia
V0A 1M0

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

Proposition aux: 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 at aux
 annexes ci-jointes, les biens, services
 et construction énumérés ici et sur toute
 feuille ci-annexée, au(x) prix indiqué(s).

Comments – Commentaries

Issuing Office - Bureau de distribution

Parks Canada Agency
 Lake Louise, Yoho, Kootenay Field Unit
 P.O. Box 220
 Radium Hot Springs, British Columbia
 V0A 1M0

Title-Sujet FOREST THINNING – SINCLAIR RESTORATION PROJECT IN KOOTENAY NATIONAL PARK		Date December 6, 2013
Solicitation No. - No. de l'invitation 5P424-13-0246	Client Ref. No. – No. de réf du client.	
Solicitation Closes L'invitation prend fin at – á 02:00 PM on – le 24 Dec. 2013	Time Zone Fuseau horaire - Mountain Time	
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>		
Address Inquiries to: - Adresser toute demande de renseignements à : Eloise Meredith		
Telephone No. - No de téléphone (250) 347-6622	Fax No. – No de FAX: (250) 347-6621	
Destination of Goods, Services, and Construction: Destinations des biens, services et construction: Lake Louise, Yoho, Kootenay Field Unit Kootenay National Park, British Columbia		
Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur		
Name and title of person authorized to sign on behalf of the Vendor/Firm Nom et titre de la personne autorisée a signer au nom du fournisseur/ de l'entrepreneur		
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. Site Visit

An optional site visit will take place on December 12, 2013. Bidders are to meet at the big parking lot across the highway from the Hot Springs Pool at 11:00 am MST.

The Hot Springs Pool is located in Kootenay National Park near Radium, British Columbia. Interested bidders are requested to contact Eloise Meredith at 250-347-6622 at least one (1) day prior to the site meeting. The site visit for this project is strongly recommended.

Bidders who do not attend or 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.

4. 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 *Standard Acquisition Clauses and Conditions Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

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 by the date, time and place indicated on page 1 of the bid solicitation.

Due to the nature of the bid solicitation, bids transmitted by facsimile to Parks Canada Agency will not be accepted.

3. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than four (4) 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 British Columbia.

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 one (1) hard copies

Section II: Financial Bid one (1) hard copies

Section III: Certifications one (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 [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and 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. Bidders should also demonstrate how they propose to meet the Point Rated Technical Criteria at Annex "F".

Section II: Financial Bid

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

Failure to meet any of the following **mandatory** criteria at bid closing will render Contractor submission non-responsive and it will be given no further consideration.

- a) Attach detailed description of approach, methodology, workplan and project schedule that outlines the Bidder's ability to perform the full scope of the work described in Annex "A" Statement of Work. This proposal must include:
 - (1) **An estimated total volume of salvaged wood (cubic meters) that will be produced,**
 - (2) **the estimated volume or number of full-size logging truck loads of firewood that will be produced,** and
 - (3) **their plan/methodology for moving merchantable and non-merchantable wood to designated locations** (ie. method of transport, log-length, timeline).

Bids will not be screened against volume estimates of firewood – they are required by Parks Canada in order to determine adequate storage capacity at designated facilities. Volume estimates of merchantable timber will not be compared between bids, but will be included in the screening to evaluate feasibility of projected estimates compared to Parks Canada's estimates.

- b) List of proposed Equipment to be used as per Annex "E". Equipment will meet the requirements in Annex "A" Statement of Work.
- c) **The Bidder is required to submit a minimum of two (2) professional references with their tender.** References must confirm the contractor's experience in successfully completing similar projects involving timber harvesting and/or commercial thinning operations in environmentally sensitive areas and affirm successful, timely project completion.

1.1.3 Point Rated Technical Criteria

Bids will be evaluated per the Point Rated Technical Criteria at Annex "F".

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.



2. Basis of Selection

2.1 Basis of Selection – Minimum Point Rating

1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory technical evaluation criteria; and
 - c. obtain the required minimum of 75% in the technical evaluation criteria of sections A & B – “Contractor Experience” and “Methodology and Comprehension/ Understanding of Work”.
 - d. Obtain the required minimum of 75% overall of the points for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 400 points.
2. Bids not meeting (a) or (b) or (c) or (d) will be declared non-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 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. Mandatory Certifications Required Precedent to Contract Award

1.1 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

(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" list at the time of contract award.



1.2 Former Public Servant - Competitive Requirements

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

Former Public Servant 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 Contracting Policy Notice: 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.

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 fees 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.

2. Additional 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.

2.1 Status and Availability of Resources

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

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

2.2 Education and Experience

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



PART 6 - RESULTING CONTRACT CLAUSES

1. Security Requirement

There is no security requirement applicable to this Contract.

2. Statement of Work

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

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 Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

3.1 General Conditions

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

3.2 Supplemental General Conditions

LAB-180 (2004-12-10) Labour Conditions - Fair Wages and Hours of Labour, apply to and form part of the Contract.

4. Term of Contract

The period of the Contract is from January 10, 2014 to February 28, 2014 inclusive.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Eloise Meredith
Contracting Officer
P.O. Box 220
Radium Hot Springs, British Columbia V0A 1M0

Telephone: 250-347-6622 Facsimile: 250-347-6621 E-mail address: eloise.meredith@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: _____

Telephone: _____

Email: _____

6. Payment

6.1 Basis of Payment – Firm Price

In consideration of the Contractor satisfactorily completing its obligations under the Contract, the Contractor will be paid a firm price for a cost of \$_____ (*insert the 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.

6.2 Single Payment

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.

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:

Invoices must be forwarded to the address shown on page 1 of the Contract for certification and payment.

8. Certifications

8.1 Compliance

Compliance with the certifications and related documentation 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, provide the related documentation or if 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 British Columbia.

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) LAB-180 (2004-12-10) Labour Conditions - Fair Wages and Hours of Labour;
- (c) 2010C (2011-05-16) General Conditions – Services, (Medium Complexity);
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) Annex C, Insurance;
- (g) Annex D, Attestation and Proof of Compliance with Occupational Health and Safety (OHS) Equipment;
- (h) Annex E, Statement; and
- (i) 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. **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. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.



ANNEX "A"
STATEMENT OF WORK

(see attached)



ANNEX A1

WORK BY OTHERS

The contractor is advised that Work by others will be ongoing in the vicinity and within the limits of this Work. Work by others will include but is not limited to:

Demolition of the Radium Hot Springs Lodge and superintendent's house. Work will include removal of hazardous materials and other materials within the buildings; demolition activities; backfill and construction of slopes; re-vegetation activities.

Co-ordinate work with that of other Contractors.

A. Site Safety

1. Subject to B "Work by Other Contractors or Workers", the Contractor shall be solely responsible for construction safety at the place of the Work and for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Work. In any emergency, the Contractor shall either stop the Work, make changes or order extra work to ensure the safety of life and the protection of the Work and neighbouring property.
2. Prior to commencing the Work, the Contractor shall notify the authorities having jurisdiction for construction safety at the site of the Work with respect to the intended commencement of the Work, and shall provide such authority with whatever additional information may be required by that authority.

B. Work by Other Contractors or Workers

1. Canada reserves the right to send other contractors or workers, with or without Plant and Material, onto the site of the Work.
2. When other contractors or workers are sent on to the site of the Work, Canada shall
 - a. enter into separate contracts, to the extent it is possible, with the other contractors under conditions of contract that are compatible with the conditions of the Contract;
 - b. ensure that the insurance coverage provided by the other contractors is co-ordinated with the insurance coverage of the Contractor as it affects the Work; and
 - c. take all reasonable precautions to avoid labour disputes or other disputes arising from the work of the other contractors or workers.
3. When other contractors or workers are sent on to the site of the Work, the Contractor shall
 - a. co-operate with them in the carrying out of their duties and obligations;
 - b. co-ordinate and schedule the Work with the work of the other contractors and workers;
 - c. participate with other contractors and workers in reviewing their construction schedules when directed to do so;



- d. where part of the Work is affected by or depends upon the work of other contractors or workers for its proper execution, promptly report to Canada in writing and prior to proceeding with that part of the Work, any apparent deficiencies in such work. Failure by the Contractor to so report shall invalidate any claims against Canada by reason of the deficiencies in the work of other contractors or workers except those deficiencies that are not then reasonably discoverable; and
 - e. when designated as being responsible for construction safety at the place of work in accordance with the applicable provincial or territorial laws, carry out its duties in that role and in accordance with those laws.
4. If, when entering into the Contract, the Contractor could not have reasonably foreseen nor anticipated the sending of other contractors or workers on to the site of the Work and provided the Contractor
- a. incurs extra expense in complying with the requirements of paragraph 3) of B "Work by Other Contractors or Workers"; and
 - b. gives Canada written notice of a claim for that extra expense within thirty (30) days of the date that the other contractors or workers were sent onto the Work or its site;

Canada shall pay the Contractor the cost of the extra labour, Plant and Material that was necessarily incurred.



ANNEX "B"

Basis of Payment

GST, if applicable, is **not to be included** in the price below, but is to be shown as a separate item on any resulting invoice.

Note: Bidders are reminded that it is their responsibility to include in their bid all work as described in the Statement of Work, Annex A. Pricing must include all costs associated with completing the work including but not limited to all supplies, equipment, Mobilization, De-Mobilization, travel etc.

1. **FIRM LOT PRICE \$_____ , GST EXTRA**

This section, when completed, will be considered as the Bidder's financial proposal.



ANNEX "C" INSURANCE REQUIREMENTS

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 \$5,000,000 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)
 - i. 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.
 - l. 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. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
 - o. Litigation Rights: Pursuant to subsection 5(d) of the *Department of Justice Act*, 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 the province of Quebec, send to:

Director Business Law Directorate,
Quebec Regional Office (Ottawa),
Department of Justice,
284 Wellington Street, Room SAT-6042,
Ottawa, Ontario, K1A 0H8

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 co-defend 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.

G2020C (2008-05-12) **Automobile Liability Insurance**

1. The Contractor must obtain Automobile 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.
2. The policy must include the following:
 - a. Third Party Liability - \$2,000,000 Minimum Limit per Accident or Occurrence
 - b. Accident Benefits - all jurisdictional statutes
 - c. Uninsured Motorist Protection
 - d. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.



ANNEX “D”

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

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

Instructions:

Prime contractor must sign this form for all projects undertaken at Parks Canada work places.

This form is to be administered by the Project Manager and completed by the Prime Contractor **AFTER** contract award.

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.

Parks Canada Responsible Authority/Project Lead	Address	Contact Information
Project Manager		
Prime Contractor		
Subcontractor(s) (add additional fields as required)		

Location of Work

General Description of Work to be Completed
--



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.

I, _____ (contractor), certify that I have read, understood and attest that my firm, employees and all sub-contractors will comply with the requirements set out in this document and the terms and conditions of the contract.

Name: _____

Signature: _____

Date: _____



ANNEX "E"
Equipment Statement

The Tenderer shall, in the space provided hereunder, furnish a list and a complete description of all equipment available for the satisfactory completion of all work (including harvesting, debris management, reclamation, subcontractors, other) required of this contract. The listed equipment must meet the specifications required in Annex A.

Description of unit (make, model and year)	Size, capacity, horsepower rating, environmental features, and foot print rating (pounds per square inch)	Auxiliary and/or special attachments



ANNEX F Evaluation Criteria and Contractor Selection Method

1. Basis of Selection – Minimum Point Rating

1.1 To be declared responsive, a bid must:

- a) comply with all the requirements of the bid solicitation; and
- b) meet all mandatory technical evaluation criteria; and
- c) obtain the required minimum of 75% in the technical evaluation criteria of sections A & B – “Contractor Experience” and “Methodology and Comprehension/ Understanding of Work”.
- d) Obtain the required minimum of 75% overall of the points for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 400 points.

1.2 Bids not meeting (a) or (b) or (c) or (d) will be declared non-responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

2. Mandatory Submission Criteria

2.1 Mandatory Criteria at Bid Closing

Failure to meet any of the following mandatory criteria at bid closing will render the bid non-responsive and it will be given no further consideration.

- a) Attach detailed description of approach, methodology, workplan and project schedule that outlines the Bidder’s ability to perform the full scope of the work described in Annex “A” Statement of Work. This proposal must include:
 - (1) **An estimated total volume of salvaged wood (cubic meters) that will be produced,**
 - (2) **the estimated volume or number of full-size logging truck loads of firewood that will be produced,** and
 - (3) **their plan/methodology for moving merchantable and non-merchantable wood to designated locations** (ie. method of transport, log-length, timeline).

Bids will not be screened against volume estimates of firewood – they are required by Parks Canada in order to determine adequate storage capacity at designated facilities. Volume estimates of merchantable timber will not be compared between bids, but will be included in the screening to evaluate feasibility of projected estimates compared to Parks Canada’s estimates.

- b) List of proposed Equipment to be used as per Annex “E”. Equipment will meet the requirements in Annex “A” Statement of Work.
- c) **The Bidder is required to submit a minimum of two (2) professional references with their tender.** References must confirm the contractor’s experience in successfully completing similar projects involving timber harvesting and/or commercial thinning operations in environmentally sensitive areas and affirm successful, timely project completion.



2.2 Mandatory Criteria Prior to Contract Award

These criteria must be met **prior** to award of a contract. Failure to meet any of the following **mandatory** criteria will render your submission non-responsive and it will be given no further consideration. For your submission to be considered responsive, you must meet these conditions within ten (10) calendar days of the request by the Contracting Authority.

- a) Compliance with certification requirements as per Part 5, Certifications Precedent to Contract Award:
 - i) Former Public Servant



3. Technical Rated 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.

A) CONTRACTOR EXPERIENCE (maximum 150 POINTS, Minimum 75% required)

i) Relevant Experience (up to 150 points)

A demonstration that the Contractor has the ability to successfully carry out and manage the responsibilities as outlined in the Statement of Work – Appendix A as it relates to evidence that the Contractor has a good track record, has experience with timber harvesting/commercial thinning in environmentally sensitive areas, and has proven past performance in this field of work.

The Contractor shall provide, but not be limited to, 2 project references.

Evidence of the Contractor's experience and past performance will be assessed on a submission of up to two (2) recent contracts or projects rendered, wherein the range of services provided are comparable to those described in this Request for Proposal (RFP). The projects must be of a similar size, scope and harvesting method and completed within the last five (5) years. References may be a combination of Government contracts and/or other industry contracts. The references must be verifiable. If the Bidder submits references in excess of the stated requirement above, only the references up to the identified limit will be assessed.

Each reference should address, but not be limited to, the information contained in the following list:

- Name of client organization or company
- Name, title, telephone number and email of contact
- Project title and a detailed description of Project or Contract including:
 - Approximate size in hectares of the project/contract
 - Location of the project or contract
 - Dollar value of the project or contract
 - Duration of the project including start date (month and year) and end date (month and year)
 - personnel who worked on the project
 - Role of the Bidder

B) METHODOLOGY AND COMPREHENSION/UNDERSTANDING OF WORK (maximum 250 POINTS, Minimum 75% required)

The proposed approach, methodology, and work plan should demonstrate to the Evaluation Committee the following:

- Understanding of the overall project
- Implementation of project objectives and requirements
- Understanding of the issues and challenges and how they might be overcome
- Range and detail of services to be provided

Points for Methodology, Comprehension and Understanding of Work components/categories will be allocated on a percentage basis as follows:

- a) If response is deficient; 0% of available points awarded
- b) If response includes some information but is missing substantial amount of critical information or is poorly described; then 50% of available points awarded
- c) If response includes most of information required to meet the established requirements; then 75% of available points awarded
- d) If response includes substantive information and exhibits a thorough understanding of the requirement; then 85 to 100% of available points awarded



i) Project schedule and timeline (up to 50 points)

A draft schedule of operations should be provided clearly identifying completion of ALL stages of work including harvesting, salvage, transportation of wood, debris management and reclamation as fits within the identified timelines and deadlines outlined in the Statement of Work.

Work Plan

The work plan should be provided in sufficient detail to clearly understand how the contractor intends on carrying out the statement of work by briefly stating how tasks will be undertaken, specific methods/procedures to be used and resources/equipment to be used including Contractor's environmental philosophy and greening initiatives.

ii) Debris / Wood management (up to 50 points)

Effective methodology for managing debris and merchantable and non-merchantable wood fits the methodology detailed in the statement of work.

iii) Forwarding / Loading (up to 50 points)

Proposed timber forwarding methods and truck loading methods fit within parameters of the statement of work to achieve standards for low environmental impacts.

iv) Environmental Standards (up to 50 points)

Ability, approaches, and methods proposed meet or exceed environmental standards required of the project.

v) Merchantable / Non-merchantable fiber (up to 50 points)

Methods and procedures for handling merchantable and non-merchantable (firewood) fiber are outlined and meet contract specifications. Proposed marketing strategy for harvested wood is feasible showing ability to meet terms within statement of work for merchantable and non-merchantable (firewood) fiber.



TECHNICAL COMPONENT SCORING SUMMARY

Point Rated Requirement	Maximum Points	Points Attained
A) CONTRACTOR EXPERIENCE (max 150 points)		
i) Relevant experience Two (2) project descriptions demonstrating the degree of experience of contractor in successfully completing similar projects involving timber harvesting/commercial thinning in environmentally sensitive areas.	150	
Total maximum marks this section (Minimum points acceptable = 75% / 112.5 points)	150	
B) METHODOLOGY AND COMPREHENSION/UNDERSTANDING OF WORK (MAX 250 POINTS)		
i) Project schedule and timeline confirming completion of ALL stages of work including harvesting, salvage, transportation of wood, debris management and reclamation is identified and fits within the identified timelines and deadlines within the statement of work.	50	
ii) Effective methodology for managing debris and merchantable and non-merchantable wood fits the methodology detailed in the statement of work.	50	
iii) Proposed timber forwarding methods and truck loading methods fit within parameters of the statement of work to achieve standards for low environmental impacts.	50	
iv) Ability, approaches, and methods proposed meet or exceed environmental standards required of the project.	50	
v) Ability to meet terms within statement of work for merchantable and non-merchantable (firewood) fiber. Feasible Marketing Strategy for harvested wood.	50	
Total maximum marks this section Minimum points acceptable = 75% / 187.5 points	250	
TOTAL POINTS AVAILABLE	400	
Overall Minimum Points Acceptable (75%)	300	

To be declared responsive, a bid must:

- a) comply with all the requirements of the bid solicitation; and
- b) meet all mandatory technical evaluation criteria; and
- c) obtain the required minimum of 75% in the technical evaluation criteria of sections A & B – “Contractor Experience” and “Methodology and Comprehension/ Understanding of Work”.
- d) Obtain the required minimum of 75% overall of the points for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 400 points.

Bids not meeting (a) or (b) or (c) or (d) will be declared non-responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.