

**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- Winter Road Salt -Rocky Harbour	
<b>Solicitation No. - N° de l'invitation</b> 5P114-140143/A	<b>Date</b> 2014-06-16
<b>Client Reference No. - N° de référence du client</b> 5P114-140143	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$XAQ-026-6119	
<b>File No. - N° de dossier</b> XAQ-4-37038 (026)	<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 2014-07-28</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 checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Carey, Mary (XAQ)	<b>Buyer Id - Id de l'acheteur</b> xaq026
<b>Telephone No. - N° de téléphone</b> (709) 772-4754 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> Rocky Harbour Depot Salt Shed, Rocky Harbour, NL AND Glenburnie Depot Salt Shed Southside of Bonne Bay, NL	

**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>

## **TABLE OF CONTENTS**

### **PARKS CANADA - SUPPLY AND DELIVER ROAD SALT - ROCKY HARBOUR, NL**

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

1. Security Requirement
2. Statement of Work
3. Debriefings
4. Trade Agreements

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

1. Standard Instructions, Clauses and Conditions
2. Submission of Bids
3. Enquiries - Bid Solicitation
4. Applicable Laws

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

1. Bid Preparation Instructions

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

1. Evaluation Procedures
2. Basis of Selection

#### **PART 5 - CERTIFICATIONS**

1. Certifications Required Precedent to Contract Award

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

1. Security Requirement
2. Statement of Work
3. Standard Clauses and Conditions
4. Term of Contract
5. Authorities
6. Payment
7. Invoicing Instructions
8. Certifications
9. Applicable Laws
10. Priority of Documents
11. Insurance Requirements
12. SACC Manual Clauses

#### **List of Annexes:**

Annex A	Requirement / Basis of Payment
Annex B	Specification
Annex C	Insurance Requirements

Solicitation No. - N° de l'invitation

5P114-140143/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

xaq026

Client Ref. No. - N° de réf. du client

5P114-140143

File No. - N° du dossier

XAQ-4-37038

CCC No./N° CCC - FMS No/ N° VME

---

## Annex D      Information for Code of Conduct Certification

**PARKS CANADA - SUPPLY AND DELIVER ROAD SALT - ROCKY HARBOUR, NL****PART 1 - GENERAL INFORMATION****1. Security Requirement**

There is no security requirement associated with the requirement.

**2. Statement of Work**

Parks Canada, Newfoundland Region, has a requirement for the supply and delivery of sodium chloride for use as a road de-icer for the 2014-2015 winter season. The two (2) locations of delivery are: Rocky Harbour Depot Salt Shed, Rocky Harbour, NL (2,600 metric tonnes); and Glenburnie Depot Salt Shed, Southside of Bonne Bay, NL (1,800 metric tonnes).

Sodium chloride delivered to the Parks Canada storage sheds must remain in a free flowing and useable condition for at least 60 days from the date of delivery. Road salt must be delivered to all locations by 01 October 2014. All work to be in accordance with the Specification attached as Annex "B" in the Request for Proposal (RFP).

**3. Debriefings**

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

**4. Trade Agreements**

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

## **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 (2014-03-01) 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.

### **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 question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

### **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 Labrador.

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 (1 hard copy)

Section II: Financial Bid ( 1 hard copy)

Section III: Certifications (1 hard copy)

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft 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 Policy on Green Procurement

(<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.

#### Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment. The total amount of Applicable Taxes must be shown separately.

#### 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 *[To Be Completed By Offeror With Bid Submission]*

(a) Delivery: On or Before 01 October 2014 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 (2013-04-25), 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 and associated information 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 in carrying out any of its obligations under the Contract, if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

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

### 1. Certifications Required Precedent to Contract Award

#### 1.1 Integrity Provisions - Associated Information

By submitting a bid, the Bidder certifies that the Bidder and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Bid of Standard Instructions 2003. The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

#### 1.2 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](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)) available from Employment and Social Development Canada (ESDC) - Labour's website.

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

### 2. Additional Certifications Required Precedent to Issuance of a Standing Offer

The certifications listed below should be completed and submitted with the offer, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Standing Offer Authority will inform the Offeror of a time frame within which to provide the information. Failure to comply with the request of the Standing Offer Authority and to provide the certifications within the time frame provided will render the offer non-responsive.

#### 2.1 Workers Compensation Certification - Letter of Good Standing

The Bidder must have an account in good standing with the applicable provincial or territorial Workers' Compensation Board. The Bidder must provide, within (5) days following a request from the Contracting Authority, a certificate or letter from the applicable Workers' Compensation Board confirming the Bidder's good standing account. Failure to comply with the request may result in the bid being declared non-responsive.



**PART 6 - RESULTING CONTRACT CLAUSES** (*at contract award, delete this title*)**1. Security Requirement**

There is no security requirement applicable to this Contract.

**2. Statement of Work**

Parks Canada, Newfoundland Region, has a requirement for the supply and delivery of sodium chloride for use as a road de-icer for the 2014-2015 winter season. The two (2) locations of delivery are: Rocky Harbour Depot Salt Shed, Rocky Harbour, NL (2,600 metric tonnes); and Glenburnie Depot Salt Shed, Southside of Bonne Bay, NL (1,800 metric tonnes).

Sodium chloride delivered to the Parks Canada storage sheds must remain in a free flowing and useable condition for at least 60 days from the date of delivery. Road salt must be delivered to all locations by 01 October 2014. 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 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**

2010A (2014-03-01), 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 issuance to 30 April 2015.

**4.2 Delivery Date**

All salt shall be delivered by 01 October 2014 unless otherwise state.

**4.3 Consignee**

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

Parks Canada, Gros Morne National Park, Newfoundland Labrador; Rocky Harbour Depot Salt Shed, Rocky Harbour, NL; and Glenburnie Depot Salt Shed, Southside of Bonne Bay, NL.

**5. Authorities****5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Mary Carey  
A/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) 772-4754  
Facsimile: (709) 772-4603  
E-mail address: mary.carey@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 *[Completed at Contract Award]***

The Project Authority for the Contract is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_

Telephone : \_\_\_\_ \_\_\_\_ \_\_\_\_  
Facsimile: \_\_\_\_ \_\_\_\_ \_\_\_\_  
E-mail address: \_\_\_\_\_

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 Offeror With Bid Submission]***

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_

Telephone : \_\_\_\_ \_\_\_\_ \_\_\_\_  
Facsimile: \_\_\_\_ \_\_\_\_ \_\_\_\_  
E-mail address: \_\_\_\_\_

## **6. Payment**

## **6.1 Basis of Payment - Firm Price**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price, as specified in Annex "A" Basis of Payment for a cost of \$ \_\_\_\_\_ (insert the amount 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 Single Payment**

SACC Manual clause H1000C (2008-05-12) Single Payment

## **7. Invoicing Instructions**

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

### **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.

B. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

## **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 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 (2014-03-01) General Conditions - Goods (Medium Complexity);
  - (c) Annex "A", Requirement/Basis of Payment;
  - (d) Annex "B", Specification;
  - (e) Annex "C", Information for Code of Conduct Certification;
  - (f) 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

### 11.1 Insurance - Specific Requirements

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

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

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

## 12. SACC Manual Clauses

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

**ANNEX "A"****REQUIREMENT/BASIS OF PAYMENT****Requirement:**

Parks Canada, Newfoundland Region, has a requirement for the supply and delivery of 4,400 tonnes of sodium chloride for use as a road de-icer for the 2014-2015 winter season. The two (2) locations of delivery are: Rocky Harbour Depot Salt Shed, Rocky Harbour, NL (2,600 metric tonnes); and Glenburnie Depot Salt Shed, Southside of Bonne Bay, NL (1,800 metric tonnes).

**Pricing:**

- Goods to be delivered **FOB destinations** and stored in the Parks Canada Agency storage sheds.
- The Bidder must provide individual prices for each item and/or destination. Failure to do so will render bid non-responsive.

Item No.	Description	Unit of Measure	Quantity	Price per Unit	Amount
1	Sodium Chloride: <b>Rocky Harbour Depot*</b>	Tonnes	2600	\$	\$
2	Sodium Chloride: <b>Glenburnie Depot**</b>	Tonnes	1800	\$	\$
<b>TOTAL AMOUNT:</b> (GST/HST Extra)					\$

\* Located at Rocky Harbour Depot Salt Shed, Rocky Harbour, NL.

\*\* Located at Glenburnie Depot Salt Shed, Southside of Bonne Bay, NL.

**ANNEX "B"****SPECIFICATION****Tender for Winter Salt 20014/145****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 Deliver to salt shed depot in Rocky Harbour and Glenburnie respectively.
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 di-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.

Darren Nicolle  
Asset Manager  
Gros Morne National Park  
PO Box 130  
Rocky Harbour. NL A0K 4N0  
Telephone: 458-3568 Facsimile: 458-3011

**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, 2015. 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 10% of the Total Salt Quantity at anytime up to April 30, 2015. 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, Gros Morne 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. All salt shall be delivered by October 1, 2014, unless otherwise noted in the tender.
  13. Invoices may be sent to the Asset Manager in Gros Morne National Park as follows;  
  
Darren Nicolle  
Asset Manager  
Gros Morne National Park  
PO Box 130  
Rocky Harbour. NL A0K 4N0  
Telephone: 458-3568 Facsimile: 458-3318



---

## **ANNEX "C"**

### **INSURANCE REQUIRMENTS**

#### **1. Commercial General Liability Insurance**

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.

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.

## **2. Automobile Liability Insurance**

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. 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"****INFORMATION FOR CODE OF CONDUCT CERTIFICATION****[MUST BE COMPLETED BY OFFEROR WITH BID SUBMISSION]**

Please provide list of names of the following entities, according to the ownership nature of the company

1. For a Corporation - each current member of the Bidder's Board of Directors;

---

---

---

---

2. For a Sole Proprietorship or an individual doing business under a firm name - the name  
of the sole proprietor or individual;

---

3. For a Joint Venture - the names of all current members of the Joint venture;

---

---

---

---

4. For an individual - the full name of the person;

---