



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS Á:

**Parks Canada Agency – Central Registry  
111 Water Street  
Cornwall, ON K6H 6S3**

**Bid Fax: (877) 558-2349**

**REQUEST FOR A SUPPLY ARRANGEMENT**

**DEMANDE POUR UN ARRANGEMENT EN  
MATIÈRE D'APPROVISIONNEMENT**

Canada, as represented by the Minister of the Environment for the purposes of the Parks Canada Agency hereby requests a Supply Arrangement on behalf of the identified users herein.

Le Canada, représenté par le ministre de l'Environnement aux fins de l'Agence Parcs Canada, autorise par la présente, une arrangement en matière d'approvisionnement au nom des utilisateurs identifiés énumérés ci-après.

Comments - Commentaries

Vendor/Firm Name and Address

Raison sociale et adresse du  
fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

**Parks Canada Agency  
111 Water Street  
Cornwall, ON K6H 6S3**

<b>Title-Sujet</b> <b>RFSA – Playground Structure, Design, Fabrication and Installation</b> <b>Parks Canada Agency Nationally</b>	
<b>Solicitation No. - No. de l'invitation</b> <b>5P300-15-0002</b>	<b>Date</b> <b>March 30, 2015</b>
<b>GETS Reference No. – No de reference de SEAG</b>	
<b>Client Reference No. – No. de référence du client</b>	
<b>Solicitation Closes</b> <b>L'invitation prend fin –</b>  <b>at – à 02:00 PM</b> <b>on – le May 30, 2016</b>	<b>Time Zone</b> <b>Fuseau horaire -</b>  <b>Eastern Daylight Saving Time (EDST)</b>
<b>Address Inquiries to: - Adresser toute demande de renseignements à :</b>  <b>Lynn Kalp</b> <b>Lynn.kalp@pc.gc.ca</b>	
<b>Telephone No. - No de téléphone</b>  <b>(613) 938-5803</b>	<b>Fax No. – No de FAX:</b>  <b>(866) 246-6893</b>
<b>Destination of Goods, Services, and Construction:</b> <b>Destinations des biens, services et construction:</b>  <b>See Herein</b>	
<b>Vendor/Firm Name and Address</b> <b>Raison sociale et adresse du fournisseur/de l'entrepreneur :</b>	
<b>Name and title of person authorized to sign on behalf of the Vendor/Firm (type or print)</b> <b>Nom et titre de la personne autorisée a signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
_____	_____
<b>Name</b>	<b>Title</b>
_____	_____
<b>Signature</b>	<b>Date</b>

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## **PART 1 - GENERAL INFORMATION**

### **1. Introduction**

The Request for Supply Arrangements (RFSA) is divided into six parts:

- (i) Part 1, General Information;
- (ii) Part 2, Supplier Instructions;
- (iii) Part 3, Arrangement Preparation Instructions;
- (iv) Part 4, Evaluation Procedures and Basis of Selection;
- (v) Part 5, Certifications, and
- (vi) Part 6:
  - 6A, Supply Arrangement,
  - 6B, Bid Solicitation,
  - 6C, Resulting Contract Clauses; and,
  - the Annexes.

Part 1: provides a general description of the requirement;

Part 2: provides the instructions applicable to the clauses and conditions of the RFSA and states that the Supplier agrees to be bound by the clauses and conditions contained in all parts of the RFSA;

Part 3: provides suppliers with instructions on how to prepare the arrangement to address the evaluation criteria specified;

Part 4: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the arrangement, the security requirement, if applicable, and the basis of selection;

Part 5: includes the certifications to be provided;

Part 6A: includes the Supply Arrangement (SA) with the applicable clauses and conditions;

Part 6B: includes the instructions for the bid solicitation process within the scope of the SA;

Part 6C: includes general information for the conditions which will apply to any contract entered into pursuant to the SA.

The Annexes include the Statement of Work, Supply Arrangement Information and Call-up procedures, Insurance Requirements, Areas of Service and Ceiling Pricing, Conditions Precedent to issuance of the Supply Arrangements.

## **2. Summary**

Request for Supply Arrangement (SA). The Parks Canada Agency (PCA) requires the services of Contractors capable of providing PCA creative design, fabrication and installation services for playgrounds on an as and when requested basis. The established list of Contractors will remain in effect until May 30, 2016, with an option to extend for up to three additional periods of one year each.

The Contractors will be invited to provide quotes on specific requirements valued up to \$500,000.00.

Further details can be found in Annex “A” – Supply Arrangement Information and Call-up Procedures.

Details of knowledge and experience are described in the Evaluation Criteria and Scope of Work included herein.

### 2.1. Outline of the Supply Arrangement Process

Request for Supply Arrangements will permit the expeditious processing of contracts for Exhibit Design, suppliers, who are issued a Supply Arrangement, will have agreed to all applicable terms and conditions as well as applicable specifications (see ANNEX “A”) in advance of any contract award. Furthermore, the suppliers have been qualified on their meeting mandatory requirements. A Request for Supply Arrangement is not a contract. The Parks Canada Agency is under no obligation to solicit any proposals through the Request for Supply Arrangement. Any level(s) of effort specified herein is an approximation of requirements given in good faith.

#### Two Phase Procurement Process

It is Canada's intention, by issuance of this Request for Supply Arrangement (RFSA) over the Government Electronic Tendering Service (Buy & Sell), to establish/maintain a List of Qualified Suppliers for Exhibit Design. Qualification will be based entirely on meeting the mandatory requirements of this RFSA.

Phase 1: is the action of soliciting offers from suppliers of Exhibit Design from which Canada intends to establish Request for Supply Arrangements with those Contractors whose offer meets all the mandatory requirements of this RFSA.

Phase 2: is the action of soliciting proposals from suppliers, qualified through the Phase 1 activity, for requirements identified on an as-and-when-requested basis by Parks Canada. Any contracts that arise from the Phase 2 activity must satisfy the requirements of the solicitation. To solicit proposals for a particular requirement, Parks Canada will issue a Request for Proposal to suppliers from the List of Qualified Suppliers for Playground design, fabrication and installation. Suppliers must submit their proposals according to the instructions in each RFP. The proposals

will be evaluated by Canada according to the method stated in the RFP. The successful bidder will be awarded a contract. Each contract awarded will incorporate by reference, all the terms and conditions set out in the Supply Arrangement.

This Request for Supply Arrangements does not commit The Parks Canada Agency to authorize the utilization of a Supply Arrangement.

### **3. Security Requirement**

There is no security requirement associated with this Supply Arrangement.

### **4. Canadian Content**

The goods and/or services covered by the Supply Arrangement may be limited to Canadian goods and/or services as defined in clause A3050T.

SACC Manual clause A3050T 2014-11-27 Canadian Content Definition

### **5. Communications Notification**

As a courtesy, the Government of Canada requests that successful suppliers notify the Supply Arrangement Authority in advance of their intention to make public an announcement related to the issuance of a supply arrangement or the award of a contract resulting from the Supply Arrangement.

### **6. Debriefings**

After issuance of a supply arrangement, suppliers may request a debriefing on the results of the request for supply arrangements. Suppliers should make the request to the Supply Arrangement Authority within 15 working days of receipt of notification that their arrangement was unsuccessful. The debriefing may be provided in writing, by telephone or in person.

## **PART 2 - SUPPLIER INSTRUCTIONS**

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

All instructions, clauses and conditions identified in the Request for Supply Arrangements (RFSAs) by number, date and title are set out in the *Standard Acquisition Clauses and Conditions* Manual issued by Public Works and Government Services Canada.

Suppliers who submit an arrangement agree to be bound by the instructions, clauses and conditions of the RFSAs and accept the clauses and conditions of the Supply Arrangement and resulting contract(s).

The 2008 **2014-09-25** Standard Instructions - Request for Supply Arrangements - Goods or Services are incorporated by reference into and form part of the RFSA.

## **2. Submission of Arrangements**

Arrangements must be submitted only to Parks Canada Agency (PCA) Bid Receiving Unit by the date, time and place indicated on page 1 of the Request for Supply Arrangements.

## **3. Enquiries - Request for Supply Arrangements**

All enquiries must be submitted in writing to the Supply Arrangement Authority

Suppliers should reference as accurately as possible the numbered item of the RFSA to which the enquiry relates. Care should be taken by suppliers 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 suppliers do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all suppliers. Enquiries not submitted in a form that can be distributed to all suppliers may not be answered by Canada.

## **4. Applicable Laws**

The Supply Arrangement (SA) and any contract awarded under the SA must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

Suppliers may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of the arrangement, 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 suppliers.

## **PART 3 - ARRANGEMENT PREPARATION INSTRUCTIONS**

### **1. Arrangement Preparation Instructions**

Section I: Areas of Service and Ceiling Pricing (1 Copy) – Annex “E”

Section II: Conditions Precedent to Issuance of Supply Arrangement (1 Copy) – Annex “D”  
It is essential that the elements contained in a submission for supply arrangement are stated in a clear and concise manner. Failure to provide complete information as requested will be to the Bidders disadvantage.

Prices must appear in Section I only. No prices must be indicated in any other section of the arrangement.

Section I: Areas of Service and Ceiling Pricing for each area (1 copy) - ANNEX "E"

The Identified User is: Designated representatives of Parks Canada Agency located throughout Canada. The Contractor's ceiling pricing for those areas should be included.

Section II: Conditions Precedent to Issuance of Supply Arrangement - ANNEX "D"

In order to be issued a Supply Arrangement, all information attached in Annex "D", "Conditions Precedent to Issuance of a Supply Arrangement" is required. The Contractor may include this information with their response to the Request for Supply Arrangement or they may provide it when requested from the Supply Arrangement Authority.

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

**1. Evaluation Procedures**

Arrangements will be assessed in accordance with the entire requirement of the Request for Supply Arrangements, including the technical and financial evaluation criteria.

An evaluation team composed of representatives of Canada will evaluate the arrangements.

**1.1. Technical Evaluation**

**1.1.1 Mandatory Technical Criteria:** *Detailed herein at Annex "C"*

**1.2 Financial Evaluation**

**1.2.1** *Detailed herein at Annex "E"*

**2. Basis of Selection**

- 2.1**
1. To be declared responsive, an arrangement must:
    - (a) comply with all the requirements of the Request for Supply Arrangements; and
    - (b) meet all mandatory technical evaluation criteria; and

2. Arrangements not meeting (a) or (b) above will be declared non-responsive.

**3. Security Requirement**

There is no security requirement associated with this Supply Arrangement.



## **PART 5 - CERTIFICATIONS**

Suppliers must provide the required certifications to be issued a supply arrangement (SA). Canada will declare an arrangement non-responsive if the required certifications are not completed and submitted as requested.

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

### **1. Certifications Precedent to Issuance of a Supply Arrangement**

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

#### **1.1 Federal Contractors Program - Certification**

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

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

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

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

The Supplier or the member of the joint venture

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

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

## **1.2 Former Public Servant Certification**

Contracts with former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, suppliers 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, in the context of the fee abatement formula, 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**

Is the Supplier a FPS in receipt of a pension as defined above?    **YES** ( )    **NO** ( )

If so, the Supplier must provide the following information:

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

**Work Force Reduction Program**

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

If so, the Supplier 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.

**Certification**

By submitting the arrangement, the Supplier certifies that the information submitted by the Supplier in response to the above requirements is accurate and complete.

## **PART 6 - SUPPLY ARRANGEMENT AND RESULTING CONTRACT CLAUSES**

### **A. SUPPLY ARRANGEMENT**

#### **1. Arrangement**

The Supply Arrangement covers the Work described in the Statement of Work at Annex **B**

#### **2. Security Requirement**

There is no security requirement associated with this Supply Arrangement.

#### **3. Standard Clauses and Conditions**

All clauses and conditions identified in the Supply Arrangement and resulting contract(s) by number, date and title are set out in the *Standard Acquisition Clauses and Conditions* Manual issued by Public Works and Government Services Canada.

##### **3.1 General Conditions**

2020 (2014-09-25) General Conditions - Supply Arrangement - Goods or Services, apply to and form part of the Supply Arrangement.

##### **3.2 Supply Arrangement Reporting**

The Supplier must compile and maintain records on its provision of goods, services or both to the federal government under contracts resulting from the Supply Arrangement. This data must include all purchases paid for by a Government of Canada Acquisition Card.

The data must be submitted on a quarterly basis to the Supply Arrangement Authority.

The quarterly reporting periods are defined as follows:

- 1st quarter: April 1 to June 30;
- 2nd quarter: July 1 to September 30;
- 3rd quarter: October 1 to December 31;
- 4th quarter: January 1 to March 31.

The data must be submitted to the Supply Arrangement Authority no later than 15 calendar days after the end of the reporting period.

#### **4. Term of Supply Arrangement**

##### **4.1 Period of the Supply Arrangement**

The Supply Arrangement has no defined end-date and will remain valid until such time as Canada no longer considers it to be advantageous to use it.

The period for awarding contracts under the Supply Arrangement begins immediately following issuance of Supply Arrangement.

## **5. Authorities**

### **5.1 Supply Arrangement Authority**

Supply Arrangement Authority

Lynn Kalp

Contracting Officer, National Contracting Services | Agente de marchés,  
Service national de passation de marches

Chief Financial Officer Directorate | Direction générale de la Dirigeante principale des finances  
Parks Canada Agency/Agence Parcs Canada

111 Water St. East/111, rue Water Est, Cornwall, ON K6H 6S3

613-938-5803 Telephone / Téléphone

866-246-6893 Facsimile / Télécopieur

lynn.kalp@pc.gc.ca

The Supply Arrangement Authority is responsible for the issuance of the Supply Arrangement, its administration and its revision, if applicable.

### **5.2 Supplier's Representative (please fill in)**

Name:

Title:

Address:

Telephone: ( ) \_\_\_\_\_

Facsimile: ( ) \_\_\_\_\_

E-mail address:

## **6. Identified Users**

Can be used nationally.

## **7. On-going Opportunity for Qualification**

A Notice will be posted on the Government Electronic Tendering Service (GETS) Buy & Sell to allow new suppliers to become qualified. Existing qualified suppliers, who have been issued a supply arrangement, will not be required to submit a new arrangement.

## **8. 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 the Supply Arrangement;

- (b) the general conditions 2020 (2014-09-25), General Conditions - Supply Arrangement - Goods or Services
- (c) Annex B,
- (d) Annex D,
- (e) the Supplier's arrangement

## **9. Certifications**

### **9.1 Compliance**

Compliance with the certifications provided by the Supplier in the arrangement is a condition of the Supply Arrangement (SA) and subject to verification by Canada during the term of the SA and of any resulting contract that would continue beyond the period of the SA. If the Supplier does not comply with any certification or it is determined that any certification made by the Supplier in the arrangement is untrue, whether made knowingly or unknowingly, Canada has the right to terminate any resulting contract for default and suspend or cancel the SA.

## **10. Applicable Laws**

The Supply Arrangement (SA) and any contract resulting from the SA must be interpreted and governed, and the relations between the parties determined, by the laws in force in the Province of Ontario.

## **B. BID SOLICITATION**

### **1. Bid Solicitation Documents**

Canada will use the bid solicitation templates 2T-LDV1 for low dollar value requirements; 2T-MED1 for medium complexity requirements; 2T-HIGH1 for more complex requirements, available in the Standard Acquisition Clauses and Conditions Manual based on the estimated dollar value and complexity of the requirement.

The bid solicitation will contain as a minimum the following:

- (a) security requirements (*if applicable*);
- (b) a complete description of the Work to be performed;
- (c) 2003, Standard Instructions - Goods or Services - Competitive Requirements; **OR** 2004, Standard Instructions - Goods or Services - Non-competitive Requirements;
- (d) bid preparation instructions;
- (e) instructions for the submission of bids (address for submission of bids, bid closing date and time);

- (f) evaluation procedures and basis of selection;
- (g) certifications;
- (h) conditions of the resulting contract.

## **2. Bid Solicitation Process**

- 2.1** Bids will be solicited for specific requirements within the scope of the Supply Arrangement (SA) from suppliers who have been issued a SA.
- 2.2** The bid solicitation will be sent directly to suppliers.
- 2.3** The designated representative of Parks Canada authorized by the National Contracting Services will generate call-ups against the supply arrangement and will be responsible for the bid solicitation process and the award of contracts.
- 2.4** Maximum Call-up not to exceed \$500,000.00 HST Included.

## **C. RESULTING CONTRACT CLAUSES**

### **1. General**

The conditions of any contract awarded under the Supply Arrangement will be in accordance with the resulting contract clauses of the template used for the bid solicitation.

# **ANNEX "A", SUPPLY ARRANGEMENT INFORMATION AND CALL-UP PROCEDURES**

## A1 General Information

### 1.1 Objectives

The objectives of the Supply Arrangements are:

- I. To establish an open and competitive procurement process for the provision of services;
- II. To minimize the cost of services to Canada and the Industry; and
- III. To pre-establish terms and conditions under which the services will be delivered.

### 1.2 Outline of the Supply Arrangement Process

A Supply Arrangement is not a contract. Supply Arrangements include a set of predetermined terms and conditions that will apply to any subsequent contract. The use of Supply Arrangements allows efficient processing of contracts for Playground projects because Contractors who are issued a Supply Arrangement will have agreed to all applicable terms and conditions as well as applicable specifications (see Annex "B") in advance of any contract award.

### 1.3 Compliance Audit

1.3.1 The Contractor's compliance with information provided as per Annexes "D" and "E" may be subjected to verification by government audit, at any time during the period of the Supply Arrangement.

1.3.2 If the Contractor refuses to permit such audit or if such audit demonstrates that the facility or company no longer meets the requirements of the criteria used to evaluate the original proposal, the Supply Arrangement will be immediately suspended until such time as the Supplier demonstrates compliance with the said criteria.

### 1.4 Withdrawal of Authorization to use the Supply Arrangement Provisions

1.4.1 If, during the course of the Supply Arrangement, the Supply Arrangement Authority becomes aware that the Contractor is in violation of the terms and conditions of this Arrangement or any associated contract (e.g., either through random inspections or written complaints from Project Authority, the Supply Arrangement Authority may withdraw authorisation to use the Supply Arrangement.

1.4.2 Conditions, which may result in withdrawal of authorisation to use the Supply Arrangement, include:



(a) *Unsatisfactory Contractor Performance*

For each incident reported in writing to the Supply Arrangement Authority regarding unsatisfactory Contractor performance such as: poor quality, failure to comply with specifications/drawings, or inadequate warranty, the Contractor shall be asked to provide in writing to the Supply Arrangement Authority within seven (7) calendar days of the request, what corrective actions will be taken to correct the current situation and how the Contractor will mitigate future occurrence of the problem. Parks Canada may withdraw the Supply Arrangement with that Contractor if the Contractor does not rectify their poor performance or there is a second incident of poor performance.

(b) *Non-Response to Requirements (RFP), for Not Quoting, Submitting High Prices Or Unreasonable Delivery*

For each incident reported in writing by the PA/TA to the Supply Arrangement Authority regarding the Contractor not responding to Request for Proposal (RFP) or deliberately quoting a high price in order to avoid receiving a contract, or providing unreasonable delivery dates/lead times the Supply Arrangement Authority will send a notice to the Contractor to explain what corrective measures are required. Should the Contractor fail to remedy the unacceptable bidding practices Parks Canada may withdraw the Supply Arrangement with the Contractor.

1.4.3 Withdrawal of authorisation to use the Arrangement, for whatever reason, does not remove the right of the Parks Canada to pursue other measures that may be available.

A2 How Does a Supply Arrangement Work? The Two Phase Procurement Process

2.1 Phase 1 - How Supply Arrangements will be issued

Phase 1 is the action, by Parks Canada, of soliciting offers from Contractors to provide Services. Parks Canada intends to issue Supply Arrangements (SAs) to those whose offers meet all the Mandatory Requirements and Conditions Precedent to the Issuance of the Supply Arrangements.

2.2 Phase 2 - How to Bid on a Requirement

Phase 2 is the action, by Designated Representatives, of tendering for specific projects on an as-and-when-requested basis. Designated Representatives shall only request a quote from the Contractors who have received Supply Arrangements through Phase 1 and have indicated at Annex "D" a willingness to provide services in the area of where project will commence.

PA/TA from National Contracting Services or Field Units will issue a Request for Proposal (RFP) to SA Holders who must submit their proposals according to the instructions in each RFP. The proposals will be evaluated by client, according to the method stated in the RFP. The successful bidder will be awarded a contract (Call-up).

Each call-up awarded will incorporate by reference, all the terms and conditions set out in the Supply Arrangement.

### A3 Procedures to Invitation to Tender and Contracting

#### 3.1 Establishment of Supply Arrangement for Rotational Sourcing

Parks Canada Service Centers will provide all designated users with the list of Supply Arrangement (SA) Holders. The list shall be sorted in Numerical Order, based on the individual Supply Arrangement number of the SA Holder. It will be the responsibility of the Designated Representatives, to ensure that any additional Supply Arrangement holders are added to the rotation process as applicable. Each designated user group shall maintain a separate list.

#### 3.2 For all requirements up to an estimated value of \$25,000.00, (applicable taxes included)

SA Holders shall be contacted using a Rotational Basis, based on the list established under 3.1. Departments or Agencies shall contact at least one SA Holder by issuing a bid solicitation in the form of a Request for Proposal (RFP).

#### 3.3 For all requirements with an estimated value between \$25,001.00 and \$100,000.00 (applicable taxes included)

A minimum of 3 SA Holders must be sent a RFP using a Rotational Basis, based on the list established under 3.1.

#### 3.4 For all requirements with an estimated value between \$100,001.00, and \$500,000.00 (applicable taxes included)

All SA Holders must be sent a RFP, based on the list established under 3.1. Contractors not on the list that may wish to be included in the RFP must first submit a proposal on the RFSA document available on Buy & Sell. This can be completed at any time prior to the closing date of the RFSA. No additional time will be provided to bidders that have not been pre-qualified prior to the closing date of the individual RFP.

#### 3.5 For all requirements with an estimated value over \$500,001.00 (applicable taxes included)

All SA Holders must be sent a RFP, based on the list established under 3.1. Contractors not on the list that may wish to be included in the RFP must first submit a proposal on the RFSA document available on Buy & Sell. This can be completed at any time prior to the closing date of the RFSA. No additional time will be provided to bidders that have not been pre-qualified prior to the closing date of the individual RFP. An NPP (Notice of Proposed Procurement) will be posted on Buy & Sell.

There must be no less than three available Supply Arrangements to proceed with a requirement greater than \$25,000.00. If there has not been a sufficient number of Supply Arrangements issued to achieve maximum competition then the Designated Representative must request a call-

up be completed by the National Contracting Services. National Contracting Services will post the RFP on the Government Electronic Tendering Service (Buy & Sell).

### 3.6 Request for Proposal (RFP) Format

The PA/TA can request prices using any of the following formats:

- Form DSS MAS 9400-3 (<http://publiservice-app.tpsgc-pwgsc.gc.ca/forms/pdf/9400-3.pdf>)  
Transmission may be made through facsimile, electronic mail, regular mail or courier

### 3.7 Call-up Against the Supply Arrangement Format

The PA/TA shall issue the Call-up Contract using any one of the following methods:

- Form pwgsc-tpsgc - 9170 Call-up Against a Supply Arrangement.  
Transmission may be made through facsimile, electronic mail, regular mail or courier.  
Verbal contracts are not acceptable.

### 3.8 Maximum Individual Call-up Limitation

Individual Call-up limits must not be exceeded unless it is approved in advance and countersigned by the Supply Arrangement Authority. Projects must not be split to reduce the call-up levels.

The value of any one call-up shall not exceed \$500,000.00 including applicable taxes.

### 3.9 Monitoring of Supply Arrangement Use

Designated representatives shall monitor and adhere to these Supply Arrangement tendering and contracting procedures. National Contracting Services will conduct random audits of the designated representatives tendering procedures for compliance. Deviation from the procedures stated in the Supply Arrangement may result in the withdrawal of the designated representative's authority to use the Supply Arrangements.

## **ANNEX “B” – GENERIC STATEMENT OF WORK**

### **1 Background**

On behalf of the people of Canada, Parks Canada protects and enhances representative examples of Canada’s natural and cultural heritage and promotes public knowledge, appreciation and enjoyment of this heritage in such a way as to ensure its ecological and commemorative integrity for current and future generations. In addition, Parks Canada affirms in its vision statement that “Canada’s treasured natural and historic places will be a living legacy, connecting hearts and minds to a stronger, deeper understanding of the very essence of Canada.” As such, the Parks Canada Agency manages and operates 44 national parks, 167 historic sites, 4 marine conservation areas and, soon, a national urban park. Each year, these locations are frequented by over 20 million visitors, including thousands of families from the four corners of Canada and around the world, looking for new discoveries and outdoor recreation.

### **2 Objectives**

As such, the objective targeted by Parks Canada is to provide families who are visiting our parks with outdoor playground facilities, such as slides, nets, see-saws, and high-quality climbing structures that promote the development of imagination and motor skills. We would like for these facilities to allow them to discover the richness of our natural and historic heritage by sharing quality family moments and by offering unforgettable experiences and lasting memories.

To meet this objective, Parks Canada is looking to create a supply arrangement (SA) that will create a list of manufacturers and/or re-sellers working in the field of outdoor play areas that meet or exceed all elements in the CSA Z614-14 standard. This approach will allow for the design and/or sale and/or installation of outdoor play structures and/or surfaces and/or surrounding developments that will meet the highest of our visitors’ expectations.

In addition, this supply arrangement may offer qualified companies the opportunity to develop and build outdoor play structures that could be placed within the grandiose settings for which Canada is famed.

Once a list of pre-qualified list of suppliers has been created, tendering processes will be conducted based on the specific needs of parks and historic sites across the country.

### **3 Work statement**

More specifically, the Parks Canada Agency is searching for manufacturers and/or re-sellers of outdoor play structures that are able to give Parks Canada project managers outdoor play area solutions that meet or exceed all elements of

the CSA Z614-14 standard and that can easily be integrated into a natural or historic environment.

### 3.1 Products

The suppliers will need to be able to offer a full range of outdoor play structures and/or other related products that meet or exceed all elements in the CSA Z614-14 standard, where applicable. Depending on the project, Parks Canada will also be able to provide indications relating to the design of modules to reflect themes that enhance natural and historic heritage.

#### 3.1.1 Materials

Building materials for outdoor play structures are chosen based on their non-toxicity, environmental impact, recyclability and the possibility of dismantling them easily and without risk once the structure has reached the end of its useful life cycle.

#### 3.1.2 Clientele and accessibility

The supplier is able to supply equipment that is suited to visitors of all ages and accessible, in whole or in part, to clientele with a mobility impairment in compliance with the accessibility standards of the CSA Z614-14 standard.

#### 3.1.3 Services

The following services may be required, in whole or in part, depending on the needs of each park or site:

- Creative consultation, design research and development
- Installation of equipment and/or outdoor play structures
- Structure inspection services
- Design and development of outdoor facilities that are complementary to the play areas, such as rest areas, exercise areas etc.

REQUIREMENTS	COMPLIANCE
Shows solid experience (more than three years) as a supplier and/or manufacturer of outdoor play structures.	Provide a portfolio clearly showing three completed projects in the last five years, as well as the contact information for three client references.
Is able to offer high quality outdoor play structures that meet or exceed all of the elements in the CSA Z614-14 standard.	Provide a catalogue that has a list of no less than 10 structures that comply with the CSA Z614-14 standard.
Is able to provide replacement parts throughout the equipment's entire life cycle.	Provide a document that shows the availability of replacement parts for the equipment's life cycle.
Is able to offer installation services for the play structures.	Briefly describe your installation service.
Is able to provide a basic guarantee that covers all equipment parts, as well as installation work (if applicable) for a minimum of two years.	Provide guarantee plans associated with products, parts and installation.
Is able to offer custom play structures based on the natural and historical themes that are relevant to Parks Canada.	Shows the supplier's ability to produce outdoor play structures that meet the requirements of specialized themes.
Is able to supply outdoor play structures that reflect the natural environment in which they are likely to be installed.	Provide a catalogue with a list of at least five existing structures that reflect the natural or historical environment.
Is able to provide equipment that is suitable for visitors in various age ranges:  18 months to 5 years   5 to 12 years   12 years and up	Describe how your products can address various targeted clients.
Is able to provide equipment that is accessible to clientele with mobility impairments.	Show how you will respond to this statement.

## **ANNEX “C” - EVALUATION CRITERIA AND BASIS OF SELECTION**

1. It is the intention of the Crown to evaluate this requirement as follows:

### Step 1: Compliance with Mandatory Requirements

Each bid will be examined to determine that it meets the Mandatory Requirements detailed at para 3. Bids which fail to meet any of the Mandatory Requirements will be given no further consideration and will be considered non compliant. Bids which meet the Mandatory Requirements will move to Step 2.

### Step 2: Conditions Precedent to Issuance of Supply Arrangement

Each compliant Bidder will be given written notification to provide the information required in Annex “D”, by a specific date and time. Should the Bidder fail to provide all the information required by the date and time specified, the bid will be considered non-compliant and given no further consideration.

### Step 3: Issuance of a Supply Arrangement

Upon compliance with the Conditions Precedent to Issuance, the compliant Offer’s will be issued a Supply Arrangement.

2. Rejection and Non-acceptance of Offers

#### 2.1 Parks Canada reserves the right to:

- (a) Reject any or all offers received in response to this RFSA; and
- (b) Cancel and/or reissue this requirement at any time.

2.2 Rejection of offers shall take place during the evaluation. Rejection may be due to incompleteness or non-compliance with the Mandatory Requirements OR failure to provide all the information required in Annex "D" of the RFSA. In the event that an offer is rejected, the Bidder has the opportunity to resubmit an amended offer in order to achieve compliance up to the final closing date of May 30, 2016.

3. Mandatory Requirements:

Any proposal which fails to meet the following Mandatory Requirements will be deemed non-compliant and will receive no further consideration. Bidders must provide the necessary information to support compliance.

	<u>Mandatory Requirements</u>	<u>Compliance</u>		<u>Identify Section of Proposal</u>
		Yes	No	
M1	Significant experience providing <b>creative design</b> , fabrication and installation services (greater than 3 years) for a range of products.			
M2	Submit a portfolio of work related to the requirements/compliance stated in the Statement of Work.			
M3	Submit a catalogue with a list of existing structures and current items available.			



## **ANNEX “D” CONDITIONS PRECEDENT TO ISSUANCE OF A CALL-UP AGAINST THE SUPPLY ARRANGEMENT**

The certifications and information should normally be submitted with the bid, but may be provided afterwards. Canada may declare a bid non-compliant if the certifications and information are not submitted or completed when requested. Where Canada intends to reject a bid pursuant to this paragraph, 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-compliant. Compliance with the certifications the Bidder provides to Canada is subject to verification by Canada during the bid evaluation period (prior to award of a call-up against the supply arrangement.) and after call-up award. The Contracting Authority will have the right to ask for additional information to verify the Bidder’s compliance with the applicable certifications before issuance of a call-up. The bid will be declared non-compliant if it is determined that any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Any 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-compliant. In order to be considered for issuance of a call-up, the Bidder whose Bid is technically compliant, must meet the following conditions:

1. Workers Compensation

The Bidder must have an account in good standing with the applicable provincial or territorial Workers Compensation Board. The Bidder must provide, when requested, a certificate or letter from the applicable Workers Compensation Board confirming the Bidder’s good standing account.

2. Bidder’s Procurement Business Number: \_\_\_\_\_.

3. Federal Contractors Program for Employment Equity - \$200,000 or more

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

Suppliers who have been declared ineligible Contractors by Human Resources and Social Development Canada (HRSDC) are no longer eligible to receive government contracts over the threshold for solicitation of bids as set out in the Government Contract Regulations. Suppliers may be declared ineligible Contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP-EE for a reason other than the

reduction of their workforce. Any bid from ineligible Contractors will be declared non-responsive.

If the Bidder does not fall within the exceptions enumerated in 3.(a) or (b) below, or does not have a valid certificate number confirming its adherence to the FCP-EE, the Bidder must fax (819-953-8768) a copy of the signed form LAB 1168, Certificate of Commitment to Implement Employment Equity, to the Labour Branch of HRSDC. The form can be found on the following Service Canada Website: <http://www1.servicecanada.gc.ca/cgi-bin/search/eforms/index.cgi?app=profile&form=lab1168&dept=sc&lang=e>.

The Bidder certifies its status with the FCP-EE, as follows:

The Bidder

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

Further information on the FCP-EE is available on the following HRSDC Website: <http://www.hrsdc.gc.ca/en/gateways/topics/wzp-gxr.shtml>.

Signature of authorized representative: \_\_\_\_\_

4. 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 Work 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 Insured: 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 endeavor to provide the Supply Arrangement 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.

## ANNEX “E” - AREAS OF SERVICE AND CEILING PRICING

### Ceiling Pricing

The ceiling prices shall be the maximum pricing that the Contractor will charge for the duration of the Supply Arrangement. This pricing doesn't preclude the Contractor from using lower rates in proposals that they provide in response to the RFPs issued under this Supply Arrangement.

Hourly Labour Rate: is an all inclusive rate for the provision of on-site productive labour during regular working hours from 7:30 a.m. to 5:00 p.m. local time from Monday to Friday, excluding Statutory Holidays.

The Location of Work list indicates the most often used locations and is not an exclusive list. Additional locations may be added at the request of Federal Government Departments or Agencies.

### PRICING:

Contractors must complete pricing for all stages of the project by completing both Table 1 and 2.

The following table will form part of any resulting Supply Arrangement as Annex “D”. The rates quoted herein are ceiling rates and must not be exceeded in any proposal submitted in response to any subsequent Request for Proposal issued under the resulting Supply Arrangements.

### **Ceiling Prices**

The following table will form part of any resulting Supply Arrangement as Annex “D”. The rates quoted herein are ceiling rates and must not be exceeded in any proposal submitted in response to any subsequent Request for Proposal issued under the resulting Supply Arrangements.

Table 1

PROJECT STAGE	PER DIEM
Design of playground	\$
Plan for construction	\$
Fabrication, Delivery (including packaging), and Installation (including the provision of all related written specifications and instructions)	\$
Landscaping	\$
Site Preparations	\$

Table 2  
Ceiling Hourly Rates

ITEM	BUSINESS HOURS	OUTSIDE BUSINESS HOURS
Creative Consultation	\$	\$
Layout and Design	\$	\$
Creation of drawings	\$	\$
Laborer	\$	\$
Supervisor	\$	\$

All other related work not specifically mentioned herein and not available on any other standing offer/supply arrangement shall be completed at a per diem or hourly rate as requested on the individual call-ups against the resulting supply arrangement.

## 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/Contracting Authority (delete as required)		
Prime Contractor		
Subcontractor(s) (add additional fields as required)		

Location of Work
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General Description of Work to be Completed
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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 \_\_\_\_\_