



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS Á:

**Parks Canada Agency
Lower Fort Garry NHSC
5925 Highway#9
St Andrews, MB R1A 4A8**

BID FAX: 204-482-5887

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

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

Propositions à : l' Agence Parcs Canada
Nous offrons par la présente de vendre à sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les articles et les services énumérés ici et sur toute feuille ci-annexée, au(x) prix indiqué(s).

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

| | |
|--|---|
| Title-Sujet | |
| Highway#10 Line Painting – Riding Mountain National Park of Canada | |
| Solicitation No. - N° de l'invitation 5P404-15016 | Date June 10, 2015 |
| GETS Reference No. – N° de référence de SEAG NA | |
| Client Reference No. – N° de référence du client 5P404-15016 | |
| Solicitation Closes L'invitation prend fin – at – à 02:00 PM on – le July 20 2015 | Time Zone Fuseau horaire - CDT |
| Address Inquiries to: - Adresser toute demande de renseignements à : R Bedard | |
| Telephone No. - N° de téléphone 204-785-6081 | Fax No. – N° de FAX: 204-482-5887 |
| Destination of Goods, Services, and Construction: Destination des biens, services et construction: See Herein | |
| Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur : | |
| Name and title of person authorized to sign on behalf of the Vendor/Firm (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie) | |
| _____ | _____ |
| Name/Nom | Title/Titre |
| _____ | _____ |
| Signature | Date |

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PART 1 - GENERAL INFORMATION

1. Security Requirement

There is no security requirement associated with the requirement.

2. Statement of Work

The Work to be performed is detailed under Article 6.2 of the resulting contract clauses.

3. Debriefings

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

PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the [Standard Acquisition Clauses and Conditions](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) Manual issued by Public Works and Government Services Canada.

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

The 2003 (2011-05-16) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

2. Submission of Bids

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

3. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

4. Applicable Laws

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

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

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

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

Section I: Technical Bid (2 hard copies)

Section II: Financial Bid (2 hard copies)

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

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

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

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

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

Section I: Technical Bid

In their technical bid, bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment. The total amount of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) must be shown separately, if applicable.

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 considered compliant, a bid must meet all of the following mandatory evaluation criteria. Bids not meeting all of the mandatory criteria will be given no further consideration.

| | Mandatory Technical Criteria | Met? Y/N |
|----------|--|---------------------|
| 1 | Must be industrial grade highway/ roadway line paint***. Paint must conform to Federal Standard 595B No. 37925 White and SMHI #88001-SM Yellow | |
| 2 | Must have low Volatile Organic Compounds (VOCs) (Maximum VOC: 150 g/L per Environment Canada's Volatile Organic Compound Concentration Limits for Architectural Coatings Regulations) | |

*** Any product that meets the requirements of Alberta Transportation Standard Specifications for Highway Construction, Specification 5.20 Supply of Line Painting Materials or Highway Maintenance Specifications, Specification 53.20 Painted Roadway Lines or Specification 53.21 Painted Pavement Markings and Specification 53.22 Permanent Pavement Markings or Specifications for Bridge Construction, Section 19 Painted Roadway Markings is deemed to meet this criteria

1.2 Financial Evaluation

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

2. Basis of Selection

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

PART 5 - CERTIFICATIONS

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

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

1. Certifications Precedent to Contract Award

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

1.1 Former Public Servant Certification

Contracts awarded to 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 awarded to FPS, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

Definitions

For the purposes of this clause, "former public servant" is any former member of a department as defined in the [Financial Administration Act](#), R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

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

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the [Public Service Superannuation Act](#) (PSSA), R.S., 1985, c.P-36, and any increases paid pursuant to the [Supplementary Retirement Benefits Act](#), R.S., 1985, c.S-24 as it affects the PSSA. It does not include pensions payable pursuant to the [Canadian Forces Superannuation Act](#), R.S., 1985, c.C-17, the [Defence Services Pension Continuation Act](#), 1970, c.D-3, the [Royal Canadian Mounted Police Pension Continuation Act](#), 1970, c.R-10, and the [Royal Canadian Mounted Police Superannuation Act](#), R.S., 1985, c.R-11,

the [Members of Parliament Retiring Allowances Act](#), R.S., 1985, c.M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), R.S., 1985, c.C-8.

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes () No ()**

If so, the Bidder must provide the following information, for all FPS in receipt of a pension, as applicable:

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

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes () No ()**

If so, the Bidder must provide the following information:

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

PART 6 - RESULTING CONTRACT CLAUSES

1. Security Requirement

There is no security requirement associated with the requirement.

2. Statement of Work

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

3. Standard Clauses and Conditions

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

3.1 General Conditions

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

4. Term of Contract

4.1 Period of the Contract

The period of the Contract is from date of Contract Award to September 30, 2015, with the work to be performed in accordance with the Statement of Work at Annex "A".

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Ron Bedard, CFSP
Contracts, Procurement, and Material Management Officer
Manitoba Field Unit & Riding Mountain Field Unit
5925 Highway 9
St. Andrews, Manitoba R1A 4A8
Telephone: (204) 785-6081
Facsimile: (403) 482-5887
ron.bedard@pc.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

5.2 Project Authority

The Project Authority for the Contract will be named at time of contract award.

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority, however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

5.3. Contractor's Representative

Name: _____

Title: _____

Organisation: _____

Address: _____

Telephone : ____ ____ ____

Facsimile: ____ ____ ____

Email address: _____

Procurement Business Number (PBN) : _____

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

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

6. Payment

6.1 Basis of Payment

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment in Annex B, to a limitation of expenditure of \$ (to be determined at time of contract award). Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

6.2 Limitation of Expenditure

6.2.1 Canada's total liability to the Contractor under the Contract must not exceed \$ (to be determined at time of contract award). Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

6.2.2 No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- (a) when it is 75 percent committed, or
- (b) four (4) months before the contract expiry date, or
- (c) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

6.2.3 If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

6.3 Monthly Payment

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

- (a) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- (b) all such documents have been verified by Canada;
- (c) the Work performed has been accepted by Canada.

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.

Each invoice must contain the following information:

1. Contract number,
2. Contractor's name, address and GST number
3. Period covered by the invoice

Unless otherwise indicated, the Goods and Services Tax (GST) is excluded from the Contract price. The GST, to the extent applicable, will be incorporated into all invoices and will be paid by the Government of Canada.

2. Invoices must be distributed as follows:

- (a) The original must be forwarded to the consignee.

8. Certifications

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

9. Applicable Laws

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

10. Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the general conditions 2010C (2011-05-16), General Conditions - Services (Medium Complexity
- (c) Annex A, Statement of Work
- (d) the Contractor's bid dated July 20, 2015
as clarified on _____" or ", as amended on _____"

ANNEX "A"

STATEMENT OF WORK

1. Title:

Highway# 10 Line Painting – Riding Mountain National Park of Canada

2. Background:

Manitoba PTH #10 runs through Riding Mountain National Park of Canada (located half-way between Brandon, MB and Dauphin, MB). The highway is almost entirely two-lane undivided highway, one lane in each direction, and 54km (fifty-four kilometers) long from south-to-north.

There are 5 (five) one-way divides on the highway; total length NOT on divides is 45.8 km; total length on divides is 16.2 km. (Total length is 62 km (sixty-two kilometers)).

3. Objective:

Parks Canada requires a Contractor to paint the highway lines, yellow and white, on the asphalt pavement on Highway 10 through Riding Mountain National Park of Canada.

4. Scope of Work:

The Contractor shall paint the yellow center-line and white border lines to match the existing lines on Highway# 10 through Riding Mountain National Park of Canada

5. Meetings:

1. Upon Contract Award, the Contractor shall contact the Project Authority within 2 business days to discuss the work required and clarify client expectations and needs.
2. The Contractor shall meet with the Project Authority on an "as and when required" basis as determined by the Contractor or Project Authority or their designate.

Arrangements for these "as and when required" meetings will be made via email or telephone conversation between the Contractor and Project Authority or their designate.

6. Reports and Deliverables:

1. The Contractor is required to submit, to the Project Authority, on or after the last day of the month, for each payment a signed invoice showing the following:
 - A. Contract number,
 - B. Contractor's name, address and GST number
 - C. Period covered by the invoice

Unless otherwise indicated, the Goods and Services Tax (GST) is excluded from the contract price. The GST, to the extent applicable, will be incorporated into all invoices and will be paid by the Government of Canada.

7. Special Considerations:

1. Where there are no existing lines, use experience and judgement. Ask Project Authority if required.
2. Do NOT paint lines if the weather does not permit. This includes rain and wet highways/ roadways. Temperatures must be at least 5 C (five degrees Celsius) or above.
3. Work must be safe according to the laws for the Province of Manitoba. Vehicles and equipment must have proper safety equipment (i.e. beacons).
4. The highway must NOT be closed to traffic at any time due to the line painting operation.
5. Sweeping of the highway at paint locations is NOT required
6. Gores, or triangles, found at the start-and-end of divides is NOT required
7. The Townsite of Wasagaming, aka Clear Lake, which is the Townsite located inside RMNP on the south side, is NOT included in this Statement of Work
8. The RMNP maintenance compound at the south end of the park can be used as a staging area. There is a large parking and gated area with security cameras. RMNP has loaders to unload bulk paint.

8. Acceptance Criteria:

The work will be monitored regularly for adherence to the work plan and to approve any modifications which may be required. Acceptance will be determined following examination, satisfactory completion and acceptance of the final report by the Project Authority.

ANNEX "B"

BASIS OF PAYMENT

ANNEX "B"

BASIS OF PAYMENT

The Contractor shall be paid for actual hours worked. There shall be no travel time or travel living expenses paid.

Contract Period: From date of Contract Award – September 30, 2015

Services are to be rendered:

YEAR ONE

Contract Award – September 30, 2015 INCLUSIVE

| Item No. | Description | Est'd Qty | Unit of Issue | Unit Price | Extended Total |
|-----------------|--|------------------|----------------------|-------------------|-----------------------|
| 1 | Firm rate for services as detailed herein. | 1 | ea | \$ | \$ |

**ANNEX “C”
 ATTESTATION AND PROOF OF COMPLIANCE WITH OCCUPATIONAL HEALTH AND SAFETY
 (OHS)**

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

Instructions:

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

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

Parks Canada recognizes that federal OHS legislation places certain specific responsibilities upon Parks Canada as owner of the work place. In order to meet those responsibilities, Parks Canada is implementing a contractor safety regime that will ensure that roles and responsibilities assigned under Part II of the *Canada Labour Code* and the *Canada Occupational Health and Safety Regulations* are implemented and observed when involving contractor(s) to undertake works in Parks Canada work places.

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

Location of Work
 Riding Mountain National Park of Canada

General Description of Work to be Completed
 Painting of the highway lines, yellow and white, on the asphalt pavement on Highway 10 through Riding Mountain National Park of Canada.

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: _____