



**RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À :**

**Parks Canada Agency - Bid Receiving Unit
111 Water Street East
Cornwall ON K6H 6S3**

Bid Fax: 1-877-558-2349

**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.

Proposition 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	
Verification and maintenance of the electrical and control systems of the Carillon Canal NHSC Lock	
Solicitation No. - N° de l'invitation 5P300-15-5498	Date February 16, 2016
GETS Reference No. - N° de référence de SEAG 5P300-15-5498	
Client Reference No. - N° de référence du client N/A	
Solicitation Closes L'invitation prend fin –	Time Zone Fuseau horaire -
at – à 2:00 PM on – le March 3, 2016	Eastern Standard Time (EST)
Address Inquiries to: - Adresser toute demande de renseignements à :	
Annie Roy (annie.roy@pc.gc.ca)	
Telephone No. - No de téléphone	Fax No. - N° de FAX:
613-938-5752	
Destination of Goods, Services, and Construction: Destinations des biens, services et construction :	
Carillon Canal, Qc	
Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur :	
Telephone No. - N° de telephone : Facsimile No. - N° de télécopieur : Email address – courriel :	
Name and title of person authorized to sign on behalf of the Vendor/Firm (type or print) Nom et titre de la personne autorisée a 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

1.1 Security Requirements

There is no security requirement associated with the requirement.

1.2 Statement of Work

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

1.3 Site visit - optional

It is recommended that the Bidder or a representative of the Bidder visit the work site where the work will take place.

The site visit will be held on **Tuesday, February 23, 2016 at 10:30 a.m. EST (Eastern Standard Time)**. Interested bidders are to meet at:

Écluse Canal-de-Carillon
230, rue du Barrage
St-André-d'Argenteuil, Qc
J0V 1C0

Meeting place : The shop by the lock station.

Bidders are requested to communicate with the Contracting Authority no later than one (1) business day before the scheduled visit to confirm attendance and provide the name(s) of the person(s) who will attend. Bidders may be requested to sign an attendance sheet. Bidders who do not attend or do not send a representative will not be given an alternative appointment but they will not be precluded from submitting a bid. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.

1.4 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 from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

PART 2 - BIDDER INSTRUCTIONS

2.1 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 (2015-07-03) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

2.2 Submission of Bids

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

Bids transmitted by mail and facsimile will be accepted. Bid fax number: 1-877-558-2349.

2.3 Former Public Servant

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 FPSs, 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 FPSs 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.

2.4 Enquiries - Bid Solicitation

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

2.5 Applicable Laws

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

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

3.1 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)

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 **Annex "B" - Basis of Payment**. The total amount of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) must be shown separately, if applicable.

Section III: Certifications

Bidders must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

To be considered compliant, a bid must demonstrate how it meets ALL of the following mandatory criteria. Bids not meeting all of the mandatory requirements will be given no further consideration.

M1

The Contractor shall provide the information to demonstrate its experience in this type of work in the past five (5) years and present at least two (2) projects.

You must use the template at Appendix D, Technical References, of the Statement of work (Annex "A") to submit the information.

4.1.2 Financial Evaluation

SACC Manual Clause A0220T (2014-06-26), Evaluation of Price

The price of the bid will be evaluated in Canadian dollars, the Goods and Services Tax or the Harmonized Sales Tax excluded, FOB destination, Canadian customs duties and excise taxes included.

4.2 Basis of Selection

SACC Manual Clause A0069T (2007-05-25), Basis of Selection

A bid must comply with all requirements of the bid solicitation 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.

5.1 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 inform the Bidder of a time frame within which to provide the information. Failure to comply with the request of the Contracting Authority and to provide the certifications within the time frame provided will render the bid non-responsive.

5.1.1 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.

5.1.2 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) 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.

5.1.3 Attestations additionnelles préalables à l'attribution du contrat

5.1.3.1 Required permits and licenses

The Contractor shall prove that they possess all permits and licenses required to carry out this contract, as well as the required personnel. Licenses from the « Régie du bâtiment du Québec » in electricity (16) and control, instrumentation & regulation (17.1) are required.

PART 6 - RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

6.1 Security Requirements

6.1.1 There is no security requirement associated with the contract.

6.2 Statement of Work

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

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

6.3.1 General Conditions

2010C (2015-09-03), General Conditions – Services (Medium Complexity) apply to and form part of the Contract.

6.3.2 Supplemental General Conditions

GC1	General Provisions – Construction Services	R2810D	(2015-07-09);
GC2	Administration of the Contract	R2820D	(2015-02-25);
GC3	Execution and Control of the Work	R2830D	(2015-02-25);
GC4	Protective Measures	R2840D	(2008-05-12);

apply to and form part of the Contract.

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from April 1, 2016 to March 31, 2019 inclusive.

6.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to one (1) additional one year period under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least 10 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Annie Roy
Contract, Procurement and Materiel Management Officer
Parks Canada Agency
Contracting Operations
111 Water Street E.
Cornwall ON K6H 6S3

Telephone : 613-938-5752
Facsimile: 1-866-246-6893
annie.roy@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.

6.5.2 Project Authority

The Project Authority for the Contract is: ******* TO BE FILLED OUT ON CONTRACT AWARD**

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.

6.5.3 Contractor's Representative

**** CONTRACTOR TO FILL IN & SEND WITH BID ****

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.

6.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2012-2](#) of the Treasury Board Secretariat of Canada.

6.7 Payment

6.7.1 Basis of Payment

6.7.1.1 Basis of Payment – Limitation of Expenditure

SACC Manual clause C0206C (2013-04-25)

For the Work described in SECTION A & B of the Statement of Work, Annex “A” to which points 1.2 to 1.7 of the basis of payment, Annex “B”, applies :

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 \$ _____ (*the amount will be inserted at contract award*). Customs duties are excluded and Applicable Taxes are extra.

6.7.1.2 Basis of Payment – Firm Price, Firm Unit Price(s) or Firm Lot Price (s)

SACC Manual clause C0207C (2013-04-25)

For the Work described in SECTION A of the Statement of Work, Annex “A” to which point 1.1 of the basis of payment, Annex “B”, applies :

In consideration of the Contractor satisfactorily completing its obligations under the Contract, the Contractor will be paid a *firm price* for a cost of \$ _____ (*the amount will be inserted at contract award*). Customs duties are excluded and Applicable Taxes are extra.

For the firm price portion of the Work only, 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.

6.7.2 Limitation of Expenditure

For the Work described in SECTION A & B of the Statement of Work, Annex "A" to which points 1.2 to 1.7 of the basis of payment, Annex "B", applies :

SACC Manual clause C6001C (2013-04-25)

1. Canada's total liability to the Contractor under the Contract must not exceed \$ _____ (*the amount will be inserted at contract award*). Customs duties are excluded and Applicable Taxes are extra.
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.
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.

6.7.3 Terms of Payment

6.7.3.1 Terms of Payment – Monthly Payment

For the Monitoring and as required services:

SACC Manual clause H1008C (2008-05-12) - 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.

6.8 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.

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

6.9 Certifications

6.9.1 Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, 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.

6.10 Applicable Laws

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

6.11 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(2015-09-03) Services (Medium Complexity);
- (c) GC1 General Provisions – Construction Services R2810D (2015-07-09);
GC2 Administration of the Contract R2820D (2015-02-25);
GC3 Execution and Control of the Work R2830D (2015-02-25);
GC4 Protective Measures R2840D (2008-05-12);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) the Contractor's bid dated _____ (to be inserted at contract award).

6.12 Insurance

SACC Manual clause G1001C (2013-11-06) 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.

ANNEX "A"

STATEMENT OF WORK

See attached document "Statement of Work – EN.pdf" in the "Zip" file.

ANNEX "B"

BASIS OF PAYMENT

VERIFICATION AND MAINTENANCE OF THE ELECTRICAL AND CONTROL SYSTEMS AT THE N.H.S.C AT THE CARILLON CANAL

Essential information to fill out the basis of payment :

1. Bidders must provide pricing in the format specified in this Annex B – Basis of Payment. Failure to provide prices in the format specified will render the quotation non-responsive.
2. The total bid price is solely used for evaluation purposes; only the price under article 1.1 is part of this contract. Therefore, the Ministry is only committed to pay the amount stipulated in article 1.1, subject to work approval and other conditions stated in this document.
3. For article 1.1, use the unit price of \$3000.00/year for materials multiplied by the markup percentage. Material and spare part payments at cost price plus a markup increase to cover fees and profit. Upon request from Parks Canada Agency, the supplier shall provide original supporting documents of cost prices. Obtain materials and parts at cost price least expensive. The Engineer reserves the right to verify cost prices with the supplier.
4. The Ministry shall not provide material and manpower costs in articles 1.2 to 1.7. However, the Ministry shall pay for the length of the contract the amounts inscribed in articles 1.2 to 1.7 for each repair approved by the Ministry's representative. The Contractor shall only be paid for materials authorized and used in the work execution and shall previously obtain the Ministry's representative approval before starting all work stated in articles 1.2 to 1.7.
5. For work in articles 1.2 to 1.7 (work on request), the facility administration shall do a separate request each time work on request is necessary.

No work ON REQUEST shall be performed without the Ministry's previous approval. No additional work shall be approved by the Ministry without receiving a written request from the Contractor (fax, mail or e-mail). This work shall be billed at the stated amounts. The quantities estimated for work on request are only estimative; only work requested and executed shall be paid by Parks Canada Agency.

6. Hourly rates shall comprise all manpower rates related to personnel's work, equipment, employee benefits, transportation, administration fees, and Contractor's profit.
7. All prices inscribed in the bid form must be **before applicable taxes**.

BASIS OF PAYMENT – BID FORM
YEAR 1 - APRIL 1st 2016 TO MARCH 31st 2017

		Year 1 - 2016-2017			
Art.	Description	Qty	Unit	Unit price	Total
1.1	Maintenance service (In relation with the specification section)	1	Lump-sum	\$	\$
1.2	Annual documentation update (plans and technical documents)	1	Lump-sum	\$	\$
1.3	Repairs (Provisional amount for repair materials)	Markup		3 000.00 \$	\$
				%	
1.4	Manpower - Patented technician 08:00 to 16:30-Monday to Friday.	20	Hour	\$	\$
1.5	Manpower - Patented technician outside normal working hours-Monday to Friday and Saturday.	10	Hour	\$	\$
1.6	Manpower - Patented technician outside normal working hours-Sunday and holidays	10	Hour	\$	\$
1.7	Cost for emergency services	1	Hour	\$	\$
<u>Sub-total Year 1 - 2016-17</u>					\$

NAME OF BIDDING COMPANY : _____

**BASIS OF PAYMENT – BID FORM
YEAR 2 - APRIL 1st 2017 TO MARCH 31st 2018**

		Year 2 - 2017-2018			
Art.	Description	Qty	Unit	Unit price	Total
1.1	Maintenance service (In relation with the specification section)	1	Lump-sum	\$	\$
1.2	Annual documentation update (plans and technical documents)	1	Lump-sum	\$	\$
1.3	Repairs (Provisional amount for repair materials)	Markup		3 000.00 \$	\$
			%		
1.4	Manpower - Patented technician 08:00 to 16:30-Monday to Friday.	20	Hour	\$	\$
1.5	Manpower - Patented technician outside normal working hours-Monday to Friday and Saturday.	10	Hour	\$	\$
1.6	Manpower - Patented technician outside normal working hours-Sunday and holidays	10	Hour	\$	\$
1.7	Cost for emergency services	1	Hour		
<u>Sub-total Year 2 - 2017-18</u>					\$

NAME OF BIDDING COMPANY : _____

**BASIS OF PAYMENT – BID FORM
YEAR 3 - APRIL 1st 2018 TO MARCH 31st 2019**

		Year 3 - 2018-2019			
Art.	Description	Qty	Unit	Unit price	Total
1.1	Maintenance service (In relation with the specification section)	1	Lump-sum	\$	\$
1.2	Annual documentation update (plans and technical documents)	1	Lump-sum	\$	\$
1.3	Repairs (Provisional amount for repair materials)	Markup		3 000.00 \$	\$
				%	
1.4	Manpower - Patented technician 08:00 to 16:30-Monday to Friday.	20	Hour	\$	\$
1.5	Manpower - Patented technician outside normal working hours-Monday to Friday and Saturday.	10	Hour	\$	\$
1.6	Manpower - Patented technician outside normal working hours-Sunday and holidays	10	Hour	\$	\$
1.7	Cost for emergency services	1	Hour		
Sub-total Year 3 - 2018-19					\$

NAME OF BIDDING COMPANY : _____

BASIS OF PAYMENT – BID FORM
OPTION YEAR 1- APRIL 1st 2019 TO MARCH 31st 2020

		Option Year 1 - 2019-2020			
Art.	Description	Qty	Unit	Unit price	Total
1.1	Maintenance service (In relation with the specification section)	1	Lump-sum	\$	\$
1.2	Annual documentation update (plans and technical documents)	1	Lump-sum	\$	\$
1.3	Repairs (Provisional amount for repair materials)	Markup		3 000.00 \$	\$
			%		
1.4	Manpower - Patented technician 08:00 to 16:30-Monday to Friday.	20	Hour	\$	\$
1.5	Manpower - Patented technician outside normal working hours-Monday to Friday and Saturday.	10	Hour	\$	\$
1.6	Manpower - Patented technician outside normal working hours-Sunday and holidays	10	Hour	\$	\$
1.7	Cost for emergency services	1	Hour		
Sub-total Option Year 1- 2019-20					\$

NAME OF BIDDING COMPANY : _____

	PRICE SUMMARY TABLE
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	Description	Total
1.	Sub-total year 1 - 2016-2017	\$
2.	Sub-total year 2 - 2017-2018	\$
3.	Sub-total year 3 - 2018-2019	\$
4.	Sub-total Option year 1 - 2019-2020	\$
	GRAND TOTAL OF BID ARTICLES 1 to 4 (before applicable taxes)	\$

 Name of bidder

 Address

 Telephone

 Date

 Authorized signature (s)

ANNEX "C"

ASSURANCES REQUIREMENTS

COMMERCIAL GENERAL LIABILITY INSURANCE

SACC Manual clause G2001C (2014-06-26)

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - j. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
 - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
 - l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
 - m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
 - n. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
 - o. Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

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

For other provinces and territories, send to:

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

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

ANNEX "D"

INCLUDED AS A REFERENCE – DO NOT SEND WITH YOUR OFFER

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

General Description of Work to be Completed

Mark "Yes" where applicable.

	A meeting has been held to discuss hazards and access to the work place and all known and foreseeable hazards have been identified to the contractor and/or subcontractor(s)
	The contractor and/or its subcontractor(s) will comply with all federal and provincial/territorial legislation and Parks Canada's policies and procedures, regarding occupational health and safety.
	The contractor and/or its subcontractor(s) will provide all prescribed safety materials, equipment, devices and clothing.
	The contractor and/or its subcontractor(s) will ensure that its employees are familiar with and use all prescribed safety materials, equipment, devices and clothing at all times.
	The contractor and/or its subcontractor(s) will ensure that its activities do not endanger the health and safety of Parks Canada employees.
	The contractor and/or its subcontractor(s) has inspected the site and has carried out a hazard assessment and has put in place a health and safety plan and informed its employees accordingly, prior to the commencement of the work.
	Where a contractor and/or its subcontractor(s) will be storing, handling or using hazardous substances in the work place, it will place warning signs at access points warning persons of the presence of the substances and any precautions to be taken to prevent or reduce any hazard of injury or death.
	The contractor and/or its subcontractor(s) will ensure that its employees are instructed in respect of any emergency procedures applicable to the site.

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

Name _____ Signature _____

Date _____