



**RETURN BIDS TO:**  
**Parks Canada Agency**  
**Suite 1300, 635 – 8th Avenue S.W.**  
**Calgary, Alberta T2P 3M3**

**Bid Fax: (403) 292-4475**

Bids submitted directly to the Contracting Authority email will not be accepted.

**REQUEST FOR QUOTATION**

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

**Issuing Office:**

Parks Canada Agency  
 Suite 1300, 635 – 8th Avenue S.W.  
 Calgary, Alberta T2P 3M3

|   |                                   |   |
|---|-----------------------------------|---|
| <b>Title:</b><br>Supply, Delivery and Application Calcium Chloride on Gravel Roads in Prince Albert National Park, SK |                                   |   |
| <b>Solicitation No.:</b><br>5P420-15-5308/A   | <b>Date:</b><br>April 11, 2016    |   |
| <b>GETS Reference No.:</b><br>PW-16-00729290  |                                   |   |
| <b>Client Reference No.:</b><br>n/a   |                                   |   |
| <b>Solicitation Closes:</b>   |                                   |   |
| <b>At:</b><br>02:00 PM  | <b>On:</b><br>May 24, 2016        | <b>Time Zone:</b><br>Mountain Daylight Time (MDT)                                       |
| <b>Address Inquiries to:</b><br>Ryan Taylor   |                                   |   |
| <b>Telephone No.:</b><br>(403) 292-8503   | <b>Fax No.:</b><br>(403) 292-4475 | <b>Email Address:</b><br><a href="mailto:ryan.taylor@pc.gc.ca">ryan.taylor@pc.gc.ca</a> |
| <b>Destination of Goods, Services, and/or Construction:</b><br>See Herein   |                                   |   |

|   |                |
|---|----------------|
| <b>TO BE COMPLETED BY THE BIDDER (type or print)</b>                  |                |
|   |                |
| <b>Vendor/Firm Name</b>   |                |
|   |                |
| <b>Address</b>  |                |
|   |                |
| <b>Telephone No.</b>  | <b>Fax No.</b> |
|   |                |
| <b>Name of person authorized to sign on behalf of the Vendor/Firm</b> |                |
|   |                |
| <b>Title</b>  |                |
|   |                |
| <b>Signature</b>  | <b>Date</b>    |
|   |                |

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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 2 of the resulting contract clauses.

### **1.3 Debriefings**

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days 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) (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.

All reference to the Minister of Public Works and Government Services Canada should be deleted and replaced with the Minister of Environment and Climate Change for the purposes of Parks Canada Agency. All reference to the Department of Public Works and Government Services Canada should be deleted and replaced with Parks Canada Agency.

### **2.2 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.

**Bids transmitted by facsimile to PCA will be accepted.**

### **2.3 Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than eight (8) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

## 2.4 Applicable Laws

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

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 - INSTRUCTIONS FOR BID PREPARATION

### 3.1 Preparation of Bids

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: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment at Annex B. The total amount of Applicable Taxes excluded.

### Section II: Certificate

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.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

### 4.2 Financial Evaluation

- (a) The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.
- (b) Estimated usages are for evaluation purposes only and will not form part of any resulting Contract.

### 4.3 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 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](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list ([http://www.labour.gc.ca/eng/standards\\_equity/eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)) available from [Human Resources and Skills Development Canada \(HRSDC\) - Labour's](#) website.

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

#### 5.1.2 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 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**

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

## 6.1 Security Requirements

There is no security requirement applicable to this 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.

All reference to the Minister of Public Works and Government Services Canada should be deleted and replaced with the Minister of Environment and Climate Change for the purposes of Parks Canada Agency. All reference to the Department of Public Works and Government Services Canada should be deleted and replaced with Parks Canada Agency.

### 6.3.1 General Conditions

2010B (2015-09-03), General Conditions - Professional Services (Medium Complexity) 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 the date of Contract to May 31, 2017 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 two (2) additional one (1) year period(s) 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 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:

#### **Ryan Taylor**

Contracts, Procurement and Materiel Management Officer  
Parks Canada Agency  
Suite1300, 635 – 8 Avenue S.W.  
Calgary, AB T2P 3M3

Telephone No. (403) 292-8503

Fax No. (403) 292-4475

Email address: [ryan.taylor@pc.gc.ca](mailto:ryan.taylor@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 inserted at 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.

**6.5.3 Contractor's Representative**

**Representative's Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Vendor/Firm Name:** \_\_\_\_\_

**Mailing Address:** \_\_\_\_\_

**City:** \_\_\_\_\_

**Province/ Territory:** \_\_\_\_\_

**Postal Code:** \_\_\_\_\_

**Telephone No.:** \_\_\_\_\_

**Fax No.:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**Procurement Business Number (PBN) or  
Goods and Services Tax (GST) Number:** \_\_\_\_\_

**6.6. Payment**

**6.6.1 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 inserted at contract award)**. Customs duties are included and Applicable Taxes are extra.

**6.6.2 Limitation of Expenditure**

**6.6.2.1** Canada's total liability to the Contractor under the Contract must not exceed \$ \_\_\_\_\_ **(to be inserted at contract award)**. Customs duties are included and Applicable Taxes are extra.

**6.6.2.2** 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.

**6.6.2.3** 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.

### **6.6.3 Single Payment**

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

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

## **6.7 Invoicing Instructions**

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

- a) a copy of time sheets to support the time claimed.

**6.7.2** Invoices must be distributed as follows:

- a) the original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

## **6.8 Certifications**

### **6.8.1 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.

## **6.9 Applicable Laws**

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

## **6.10 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 2010B (2015-09-03), General Conditions - Professional Services (Medium Complexity);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Specific Insurance Requirement;
- (f) Annex D, OHS Attestation form
- (g) the Contractor's bid dated \_\_\_\_\_ **(to be inserted at contract award)**

### **6.11 SACC Manual Clauses**

A9068C (2010-01-11) Government Site Regulations  
B6802C (2007-11-30) Government Property

### **6.12 Inspection and Acceptance**

The Project Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

### **6.13 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**  
**Calcium Chloride -Prince Albert National Park****1. Objective:**

Prince Albert National Park requires the supply and application of liquid calcium chloride or magnesium chloride to packed gravel roads as a means of dust control for public health and safety in the park region.

**2. Description of Work:**

- 2.1 Contractor will supply, deliver and apply (inclusive of all materials, equipment, labour and supervision necessary) a minimum 35% liquid calcium chloride or 30% magnesium chloride by mass in accordance with Canadian General Standards Board CAN/CGSB – 15.1-92 Type L standard (including all current amendments) on various packed gravel roads for Parks Canada, Prince Albert National Park, Waskesiu Lake, SK.
- 2.2 The list of roads requiring application will be provided to the Contractor by the Project Authority upon the initiation of each Contact Period. Approximately 165,000 litres are required per year.
- 2.3 The roads will require coverage of 1.5L/m<sup>2</sup> or 2.0L/m<sup>2</sup> with a 3 meter spread width.
- 2.4 Work must be completed between June 1<sup>st</sup> and June 20<sup>th</sup> of each year. Contractor to provide a minimum of one week notice of the application date to the Parks Canada project manager.
- 2.5 Parks Canada will supply and operate pilot vehicle to ensure public safety during the application process.

**ANNEX B – BASIS OF PAYMENT****1. Firm Rates:**

In consideration of the Contractor completing all of its obligations set out in the Statement of Work and meeting all the terms of the resulting Contract, the Contractor will be paid an all-inclusive price as specified below:

| Item No.  | Description   | Unit of Measurement | Firm Price Per Unit (PU) | Estimated Quantities (litres) (a) | Estimated Amount (PU x EQ) |
|---|---|---------------------|--------------------------|-----------------------------------|----------------------------|
| <b>Year One: June 1, 2016 to June 20, 2016</b>    |   |                     |                          |                                   |                            |
| 1.1.  | Performance of the works as per Annex A – Statement of work                               | Per Litre           | \$                       | 165,000                           | \$                         |
| <b>Option Year Periods One and Two</b>            |   |                     |                          |                                   |                            |
| 1.2.  | Performance of the works as per Annex A – Statement of work from June 1 to June 20, 2017. | Per Litre           | \$                       | 165,000                           | \$                         |
| 1.3.  | Performance of the works as per Annex A – Statement of work from June 1 to June 20, 2018. | Per Litre           | \$                       | 165,000                           | \$                         |
| <b>Total Estimated Price<br/>GST/HST excluded</b> |   |                     |                          |                                   | \$                         |

**Notes:**

- (a) Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.  
 (b) 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

## **ANNEX C – INSURANCE REQUIREMENT**

The Contractor must maintain the below insurance coverage for the duration of the Contract.

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

- 1.1.** 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.
- 1.2.** 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: Her Majesty the Queen in right of Canada, represented by the Minister of the Environment for the purposes of the Parks Canada Agency.
  - (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.

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.

### **2. Automobile Liability Insurance**

1. The Contractor must obtain Automobile Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence.
2. The policy must include the following:

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

**ANNEX D – ATTESTATION AND PROOF OF COMPLIANCE WITH OCCUPATIONAL HEALTH AND SAFETY (OHS)**

**Submission of this completed form, satisfactory to Parks Canada, is a condition of gaining access to the work place. The following form must be completed and signed prior to commencing work on Parks Canada Sites.**

**Instructions:**

- (a) Prime contractor must sign this form for all projects undertaken at Parks Canada work places.
- (b) 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)       |         |                     |

|                         |
|-------------------------|
| <b>Location of Work</b> |
|-------------------------|

|  |
|--|
| <b>General Description of Work to be Completed</b> |
|--|

**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.

**Signature**

**Date**