



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

Parks Canada Agency  
Bid Receiving Unit  
111 Water Street East  
Cornwall, Ontario K6H 6S3

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**

<b>Title-Sujet</b> Operation of Cross Country Ski Trails	
<b>Solicitation No. - N° de l'invitation</b> 5P300-16-5491	<b>Date</b> December 8, 2016
<b>GETS Reference No. – N° de référence de SEAG</b>	
<b>Client Reference No. – N° de référence du client</b>	
<b>Solicitation Closes L'invitation prend fin –</b>  at – à    2 :00 pm on – le    December 20, 2016	<b>Time Zone Fuseau horaire -</b>  Eastern Daylight Time (EDT)
<b>Address Inquiries to: - Adresser toute demande de renseignements à :</b> Cindy Dionne	
<b>Telephone No. - No de téléphone</b> (613) 938-5967	<b>Fax No. – N° de FAX:</b>
<b>Destination of Goods, Services, and Construction: Destinations des biens, services et construction :</b>  Gros Morne National Park P.O. Box 130 Rocky Harbour, NL A0K 4N0	
<b>Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur :</b>	
<b>Telephone No. - N° de telephone :</b>	
<b>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)</b>	
_____	_____
<b>Name/Nom</b>	<b>Title/Titre</b>

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Security Requirements**

1. Before award of a contract, the following conditions must be met:
  - (a) the Bidder must hold a valid organization security clearance as indicated in Part 6 - Resulting Contract Clauses;
  - (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 6 - Resulting Contract Clauses;
  - (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
2. Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful Bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.
3. For additional information on security requirements, Bidders should refer to the Industrial Security Program (ISP) of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.

### **1.2 Statement of Work**

The Work to be performed is detailed under Annex "A" of the resulting contract clauses.

### **1.5 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 (2016-04-04) 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 Agency (PCA) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

### **2.3 Optional Site Visit**

It is recommended that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for the site visit to be held at Parks Canada, **Gros Morne National Park, 5 D.O.T. Drive, Rocky Harbour, NL A0K 4N0** on **Friday December 16, 2016**. The site visit will begin at **9:00 am**.

Bidders are requested to communicate with the Contracting Authority no later than **December 14, 2016** 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.

## 2.4 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.

## 2.5 Enquiries - Bid Solicitation

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

## 2.6 Applicable Laws

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

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

## PART 3 - BID PREPARATION INSTRUCTIONS

### 3.1 Bid Preparation Instructions

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

Section I: Technical Bid 1 soft copy via facsimile

Section II: Financial Bid 1 soft copy via facsimile

Section III: Certifications 1 soft copy via facsimile

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

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

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

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

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

#### Section I: Technical Bid

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

#### Section II: Financial Bid

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

#### Section III: Certifications

Bidders must submit the certifications and additional information 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.

**4.1.1 Technical Evaluation****4.1.1.1 Mandatory Technical Criteria**

Bidder must provide proof of experience in the operation of grooming cross country ski trails, references required.

**4.1.1.2 Point Rated Technical Criteria**

	Point Rated Technical Criteria (R)	Total Points Available	Total Minimum Points
R1	<b>Knowledge</b> The proposal will be assessed for knowledge and understanding of: <ul style="list-style-type: none"> <li>a) Maintenance and repair procedures for groomers(10)</li> <li>b) Grooming styles (i.e Classic and Skate) (10)</li> </ul>	20	12
R2	<b>Qualification and Experience</b> The proposal must clearly outline the qualification and experience of the person, and in the case of a team, the proposed team members as well as the contribution each will be making to the project. Specifically, the proposal should outline the person or team members: <ul style="list-style-type: none"> <li>a) Training attained(5)</li> <li>b) Experience in grooming techniques (10)</li> <li>c) Experience in providing trail maintenance (5)</li> <li>d) Experience in operating various pieces of grooming equipment (10)</li> </ul>	30	18
R3	<b>Reservation mechanism</b> Outline the approach and mechanism used for the reservation system used for the backcountry huts (20)	20	12
R4	<b>Quality of technical proposal</b> Overall quality of the proposal <ul style="list-style-type: none"> <li>a) Proposal is clear and well-written</li> <li>b) Proposal is realistic and feasible given the timeline and budget</li> </ul>	10	6
	<b>Total</b>	<b>80</b>	<b>46</b>

**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 AND ADDITIONAL INFORMATION**

Bidders must provide the required certifications and additional information to be awarded a contract.

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default 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 will render the bid non-responsive or constitute a default under the Contract.

## 5.1 Certifications Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

### 5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the *Ineligibility and Suspension Policy* (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide with its bid the required documentation, as applicable, to be given further consideration in the procurement process.

## 5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid, but may be submitted afterwards. If any of these required certifications or additional information 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 provide the certifications or the additional information listed below within the time frame provided will render the bid non-responsive.

### 5.2.1 Integrity Provisions – Required Documentation

In accordance with the *Ineligibility and Suspension Policy* (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

## 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 The following security requirements (SRCL and related clauses provided by ISP) apply and form part of the Contract.

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Designated Organization Screening (DOS), issued by the Parks Canada Agency Security Directorate (PCASD).
2. The Contractor/Offeror personnel requiring access to sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by PCASD.
3. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of PCASD.

### 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>) issued by Public Works and Government Services Canada.

#### 6.3.1 General Conditions

2010A (2016-06-06), General Conditions - Goods (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 date of Contract to **March 31, 2017** inclusive

**6.4.3 Option to Extend the Contract**

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to 1 additional 1 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 30 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:

Cindy Dionne  
Procurement and Contracting Officer  
Parks Canada Agency, National Contracting Services  
Directorate: Chief Financial Officer Directorate  
Address: 111 Water Street East, Cornwall, ON K6H 6S3

Telephone: 613-938-5967  
Facsimile 866-246-6893  
E-mail address: cindy.dionne@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)

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**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_



Organization: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone : \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-mail address: \_\_\_\_\_

## 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

### 6.7.2 Limitation of Price

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.

*SACC Manual* clause C6000C (2011-05-16) Limitation of Price

### 6.7.3 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.

## 6.8 Invoicing Instructions

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.
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.

## 6.9 Certifications and Additional Information

### 6.9.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

## 6.10 Applicable Laws

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

## 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 services – medium complexity (2016-04-04);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Integrity Provisions – List of Names
- (f) Annex D, Personnel Screening, Consent and Authorization Form
- (h) Annex E, Attestation and Proof of compliance with Occupational Health and Safety (OHS);
- (i) the Contractor's bid dated (to be inserted at contract award)

## 6.12 Commercial *General Liability Insurance*

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a 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) 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 "A"**

**STATEMENT OF WORK  
OPERATION OF CROSS COUNTRY SKI TRAILS IN  
GROS MORNE NATIONAL PARK OF CANADA  
November 3, 2016**

**1.0. INTRODUCTION**

The cross country ski trails are located within Gros Morne National Park of Canada. There are 18 kilometers of trail that requires grooming and two back country ski huts that need to be maintained. Parks Canada does not have the resources to provide the service at the level it requires, therefore, we are looking to the private sector to provide this service.

**2.0 INTENT**

Parks Canada is intending to acquire through an external source the operational services for maintaining the cross country ski trails within Gros Morne National Park. The ski season begins December 23, 2016 and ends March 31, 2017. These dates are tentative as the ski season is weather dependent, based on snow conditions. The ski season may result in being shortened or lengthened depending on the snow conditions. The contract will be for one season commencing upon contract award and terminating March 31, 2017.

**3.0 PROJECT REQUIREMENTS**

**3.1 Contractor Responsibilities**

- 3.1.1 Meet with Parks Canada at the beginning of the season to establish trail grooming priorities.
- 3.1.2 Clear all trails of blow downs and trim vegetation prior to the commencing of grooming for the season.
- 3.1.3 Groom and track daily the cross country ski trails around the Visitor Reception Centre. Groom and track weekly the Wigwam trail, the Shallow Bay trail and the Trout River Day Use trail.
- 3.1.4 Manage reservations and collect revenue for backcountry huts at Southwest Gulch and Bakers Brook Pond. Maintain a supply of firewood at each hut throughout the season and provide minor maintenance as required.
- 3.1.5 Manage and maintain the grooming shed located at the Visitor Reception Centre.
- 3.1.6 To perform maintenance and repairs of grooming equipment on an as needed basis.
- 3.1.7 To provide snow removal around the Visitor Reception Centre (excluding the parking lot) for the duration of the contract.
- 3.1.8 To provide daily updates on trail conditions to Parks Canada.
- 3.1.9 Comply with following safety requirements;
  - a) The contractor shall comply with all health and safety regulations, such as but not limited to the Canadian Labour Code Part Two and Occupation Health and Safety regulations of Newfoundland and Labrador
  - b) Safe working practices are to be followed at all times in accordance with Occupational Safety and Health Act and Regulations.
  - c) Contractor employees, at contractor's expense, must be trained in the use of the Workplace Hazardous Material Information System.
  - d) Successful bidder must provide a letter in good standing with Workers Compensation Board, before award of contract.

- e) Contractor staff shall attend a Western Newfoundland and Labrador Field Unit's Safety orientation presentation by a Field Unit Safety representative.
- f) Prior to commencement contractor will provide a copy of their Health and Safety Program to the Parks Canada responsible manager or review their safety procedures with the responsible Parks Canada manager prior to commencing of any work.
- g) Contractor will ensure all Personal Protective Clothing (PPE) worn by staff is as required by the appropriate Occupational Safety and Health regulations. Contractors are responsible for supplying and monitoring proper use of their own personal protective equipment.
- h) Contractor will ensure compliance with all safety measures respecting personnel and fire hazards recommended by National and Provincial codes (for example, Occupational Safety and Health Acts and Regulations) and/or prescribed by the authorities having jurisdiction shall be observed at all times.

### **3.2 Parks Canada Responsibilities**

- 3.2.1 To supply equipment for trail grooming. To supply parts required to repair grooming equipment. The 2016/17 requirements include 1 truck, 3 snowmobiles, 2 Bombardier BR100 groomers, 1 Kubota RTV-X1100 with tracks & tract setter, 1 trailer and 3 tract setters.
- 3.2.2 The project manager will inspect the work to see that the requirements of the contract are carried out.
- 3.2.3 Communications with the public regarding the ski trails and backcountry huts.

**ANNEX "B" - BASIS OF PAYMENT**

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. The Bidder must submit firm, all inclusive unit prices including all materials and operations (set-up charges, fuel, materials, products, delivery cost, all travel costs (time, mileage, etc.) admin, production, etc.) to fulfill the entire requirement as described in Annex "A" Requirement, GST/HST extra, if applicable. Bidders are to submit fixed prices, exclusive of taxes.

**\*Please note that any modification to this document will render the quotation non-compliant\***

<b>Contract Season 1 – From contract award to March 31, 2017</b>				
<b>Table "A"</b>				
	<b>Service (a)</b>	<b>Estimated Number of weeks (b)</b>	<b>Cost per week (c)</b>	<b>Total (b)x(c)</b>
1	Operation of Cross Country Ski Trail Trails	14	\$	\$
2	Operation of Backcountry Huts	14	\$	\$
<b>TOTAL (not including HST)</b>				<b>\$</b>

<b>Option Season 1 – December 23, 2017 to March 31, 2018</b>				
<b>Table "B"</b>				
	<b>Service</b>	<b>Estimated Number of weeks (b)</b>	<b>Cost per week (c)</b>	<b>Total (b)x(c)</b>
1	Operation of Cross Country Ski Trail Trails	14	\$	\$
2	Operation of Backcountry Huts	14	\$	\$
<b>TOTAL (not including HST)</b>				<b>\$</b>

<b>Total of contract season 1 plus option season</b>		
<b>Table Number (a)</b>	<b>Contract Year (b)</b>	<b>Total (c)</b>
	<b>Total of Contract and Option seasons</b>	
Table "A"	Contract season 1 – Contract award to March 31, 2017	\$
Table "B"	Option season 1– December 23, 2017 to March 31, 2018	\$
<b>TOTAL (not including HST)</b>		<b>\$</b>

**Note: Bidders must return solicitation cover page and Annex "B" to be deemed a compliant bid.**

**Name of Bidding Company and Contractor's Representative (please print clearly)**

Company Names: \_\_\_\_\_

Representative Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

E-mail address: \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**ANNEX "C"**

**SECURITY REQUIREMENTS CHECK LIST**



**PERSONNEL SCREENING, CONSENT AND AUTHORIZATION FORM**

OFFICE USE ONLY		
Reference number	Department/Organization number	File number

NOTE: For Privacy Act Statement refer to Section C of this form and for completion instructions refer to attached instructions. Please typewrite or print in block letters.

**A ADMINISTRATIVE INFORMATION (To be completed by the Authorized Departmental/Agency/Organizational Official)**

New   
  Update   
  Upgrade   
  Transfer   
  Supplemental   
  Re-activation

The requested level of reliability/security check(s)

Reliability Status   
 Level I (CONFIDENTIAL)   
 Level II (SECRET)   
 Level III (TOP SECRET)

Other \_\_\_\_\_

**PARTICULARS OF APPOINTMENT/ASSIGNMENT/CONTRACT**

Indeterminate   
 Term   
 Contract   
 Industry   
 Other (specify secondment, assignment, etc.) \_\_\_\_\_

Justification for security screening requirement

Position/Competition/Contract number	Title	Group/Level (Rank if applicable)	
Employee ID number/PRI/Rank and Service number (if applicable)	If term or contract, indicate duration period	From	To
Name and address of department / organization / agency	Name of official	Telephone number ( )	Facsimile number ( )

**B BIOGRAPHICAL INFORMATION (To be completed by the applicant)**

Surname (Last name)	Full given names (no initials) underline or circle usual name used	Family name at birth
All other names used (i.e. Nickname)	Sex <input type="checkbox"/> Male <input type="checkbox"/> Female	Date of birth Y   M   D
RESIDENCE (provide addresses for the last five years, starting with the most current)		Date of entry into Canada if born outside Canada Y   M   D
Home address		Daytime telephone number ( )
E-mail address		

1	Apartment number	Street number	Street name	Civic number (if applicable)	From Y   M	To present
	City	Province or state	Postal code	Country	Telephone number ( )	
2	Apartment number	Street number	Street name	Civic number (if applicable)	From Y   M	To Y   M
	City	Province or state	Postal code	Country	Telephone number ( )	

Have you previously completed a Government of Canada security screening form?  Yes  No

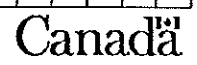
If yes, give name of employer, level and year of screening. Y

**CRIMINAL CONVICTIONS IN AND OUTSIDE OF CANADA (see instructions)**

Have you ever been convicted of a criminal offence for which you have not been granted a pardon?  Yes  No

If yes, give details. (charge(s), name of police force, city, province/state, country and date of conviction)

Charge(s)	Name of police force	City
Province/State	Country	Date of conviction Y   M   D







PERSONNEL SCREENING, CONSENT AND AUTHORIZATION FORM

Surname and full given names	Date of birth	Y	M	D
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**C CONSENT AND VERIFICATION (To be completed by the applicant and authorized Departmental/Agency/Organizational Official)**

Checks Required (See Instructions)	Applicant's initials	Name of official (print)	Official's initials	Official's Telephone number
1. <input type="checkbox"/> Date of birth, address, education, professional qualifications, employment history, personal character references				( )
2. <input type="checkbox"/> Criminal record check				( )
3. <input type="checkbox"/> Credit check (financial assessment, including credit records check)				( )
4. <input type="checkbox"/> Loyalty (security assessment only)				( )
5. <input type="checkbox"/> Other (specify, see instructions)				( )

**The Privacy Act Statement**  
 The information on this form is required for the purpose of providing a security screening assessment. It is collected under the authority of subsection 7(1) of the *Financial Administration Act* and the *Government Security Policy (GSP)* of the Government of Canada, and is protected by the provisions of the *Privacy Act* in institutions that are covered by the *Privacy Act*. Its collection is mandatory. A refusal to provide information will lead to a review of whether the person is eligible to hold the position or perform the contract that is associated with this Personnel Screening Request. Depending on the level of security screening required, the information collected by the government institution may be disclosed to the Royal Canadian Mounted Police (RCMP) and the Canadian Security Intelligence Service (CSIS), which conduct the requisite checks and/or investigation in accordance with the GSP and to entities outside the federal government (e.g. credit bureaus). It is used to support decisions on individuals working or applying to work through appointment, assignment or contract, transfers or promotions. It may also be used in the context of updating, or reviewing for cause, the reliability status, security clearance or site access, all of which may lead to a re-assessment of the applicable type of security screening. Information collected by the government institution, and information gathered from the requisite checks and/or investigation, may be used to support decisions, which may lead to discipline and/or termination of employment or contractual agreements. The personal information collected is described in Standard PIB PSU 017 (Personnel Security Screening) which is used by all government agencies, except the Department of National Defence PIB DND/PPE 834 (Personnel Security Investigation File), RCMP PIB CMP PPU 065 (Security/Reliability Screening Records), CSIS PIB SIS PPE 816 (Employee Security), and PWGSC PIB PWGSC PPU 015 (Personnel Clearance and Reliability Records) used for Canadian Industry Personnel. Personal information related to security assessments is also described in the CSIS PIB SIS PPU 005 (Security Assessments/Advice).

I, the undersigned, do consent to the disclosure of the preceding information including my photograph for its subsequent verification and/or use in an investigation for the purpose of providing a security screening assessment. By consenting to the above, I acknowledge that the verification and/or use in an investigation of the preceding information may also occur when the reliability status, security clearance or site access are updated or otherwise reviewed for cause under the Government Security Policy. My consent will remain valid until I no longer require a reliability status, a security clearance or a site access clearance, my employment or contract is terminated, or until I otherwise revoke my consent, in writing, to the authorized security official.

\_\_\_\_\_  
Signature Date (Y/M/D)

**D REVIEW (To be completed by the authorized Departmental/Agency/Organizational Official responsible for ensuring the completion of sections A, B and C)**

Name and title	Telephone number
Address	Facsimile number

**E APPROVAL (To be completed by authorized Departmental/Agency/Organizational Security Official only)**

I, the undersigned, as the authorized security official, do hereby approve the following level of screening.

Reliability Status

Approved Reliability Status       Not approved

\_\_\_\_\_  
Name and title

\_\_\_\_\_  
Signature      \_\_\_\_\_  
Date (Y/M/D)

Security Clearance (if applicable)

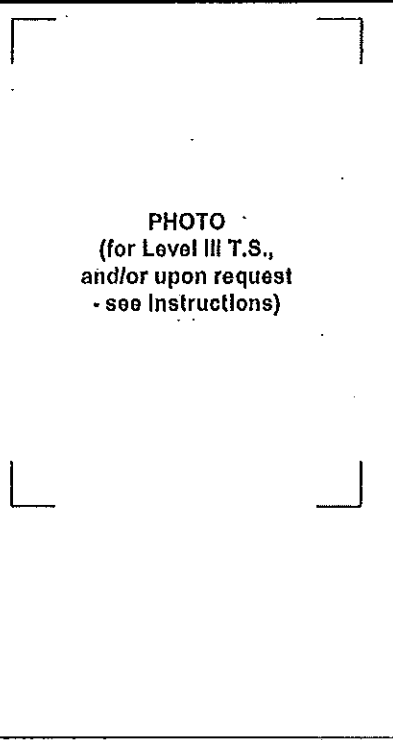
Level I       Level II       Level III       Not recommended

\_\_\_\_\_  
Name and title

\_\_\_\_\_  
Signature      \_\_\_\_\_  
Date (Y/M/D)

Comments

\_\_\_\_\_





**INSTRUCTIONS FOR PERSONNEL SCREENING CONSENT AND AUTHORIZATION FORM TBS/SCT 330-23E (Rev. 2002/02)**  
Once completed, this form shall be safeguarded and handled at the level of Protected A.

**General:**

If space allotted in any portion is insufficient please use separate sheet using same format.

**1. Section A (Administrative Information) Authorized Departmental/Agency/Organizational Official**

The Official, based on Instructions Issued by the Departmental Security Officer, may be responsible for determining, based on five year background history, what constitutes sufficient verification of personal data, educational and professional qualifications, and employment history. References are to be limited to those provided on the application for employment or equivalent forms.

**SUPPLEMENTAL INFORMATION REQUIREMENTS**

Persons who presently hold a SECURITY CLEARANCE and subsequently marry, remarry or commence a common-law partnership, in addition to having to update sections of the *Security Clearance Form (TBS/SCT 330-60)*, are required to submit an original *Personnel Screening, Consent and Authorization Form*, with the following parts completed:

Part A - As set forth in each question

Part B - As set forth in each question, excluding CRIMINAL CONVICTIONS IN AND OUTSIDE OF CANADA.

Part C - Applicant's signature and date only are required

"Other". This should be used to identify if the security screening is for Site Access, NATO, SIGINT etc.

**2. Section B (Biographical Information)**

To be completed by the applicant. If more space is required use a separate sheet of paper. Each sheet must be signed.

*Country of Birth - For "NEW" requests, if born abroad of Canadian parents, please provide a copy of your Certificate of Registration of Birth Abroad. If you arrived in Canada less than five years ago, provide a copy of the Immigration Visa, Record of Landing document or a copy of passport.*

- List only criminal convictions for which a pardon has NOT been granted. Include on a separate attached sheet of paper, if more than one conviction. Applicant must include those convictions outside Canada.
- Offences under the *National Defence Act* are to be included as well as convictions by courts-martial are to be recorded.

**3. Section C (Consent and Verification)**

A copy of Section "C" may be released to institutions to provide acknowledgement of consent.

Criminal record checks (fingerprints may be required) and credit checks are to be arranged through the Departmental Security Office or the delegated Officer.

Consent: may be given only by an applicant who has reached the age of majority, otherwise, the signature of a parent or guardian is mandatory.

The age of majority is:

19 years in Nfld., N.S., N.B., B.C., Yukon, Northwest Territories and Nunavut;

18 years in P.E.I., Que., Ont., Man., Sask. and Alta.

The applicant will provide initials in the "applicant's initials box".

The official who carried out the verification of the information will print their name, insert their initials and telephone number in the required space.

- Reliability Screening (for all types of screening identified within Section A); complete numbers 1 and 2 and 3 if applicable.
- Security Clearance (for all types of screening identified within Section A); complete numbers 1 to 4 and 5 where applicable.
- Other: number 5 is used only where prior Treasury Board of Canada Secretarial approval has been obtained.

**4. Section D (Review)**

To be completed by authorized Departmental/Agency/Organizational Official who is responsible for ensuring the completion of sections A to C as requested.

**5. Section E (Approval)**

Authorized Departmental/Agency/Organizational Security Official refers to the individuals as determined by departments, agencies, and organizations that may verify reliability information and/or approve/not approve reliability status and/or security clearances. Approved Reliability Status and Level I, II and III, as well as the signature of the authorized security official or manager are added for Government of Canada use only. Applicants are to be briefed, acknowledge, and be provided with a copy of the "Security Screening Certificate and Briefing Form (TBS/SCT 330-47)". Note: Private sector organizations do not have the authority to approve any level of security screening.

**Photographs:** Departments/Agencies/Organizations are responsible for ensuring that three colour photographs of passport size are attached to the form for the investigating agency. Maximum dimensions are 50mm x 70mm and minimum are 43mm x 54mm. The face length from chin to crown of head must be between 25mm x 35mm. The photographs must be signed by the applicant and an authorized security official. The photographs must have been taken within the last six months. It is required for new or upgrade Level III security clearances for identification of the applicant during the security screening investigation by the investigating agency. The investigating agency may in specific incidents request a photograph for a Level I or II clearances when an investigation is required.

**ANNEX "D" - INTEGRITY PROVISIONS – LIST OF NAMES**

If the required list of names has 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 provide the names within the time frame specified will render the bid non-responsive. Providing the required names is a mandatory requirement for contract award.

Bidders who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Bidder.

Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the name of the owner(s).

Bidders bidding as societies, firms or partnerships do not need to provide lists of names.

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**ANNEX "E"**

**ATTESTATION FORM**

The following form must be completed and signed prior to commencing work on Parks Canada Sites.

**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.

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 \_\_\_\_\_