
TABLE OF CONTENTS

1.1	INTRODUCTION.....	4
1.2	SUMMARY	4
1.3	SECURITY REQUIREMENTS.....	5
1.4	DEBRIEFINGS.....	5
1.5	COMPREHENSIVE LAND CLAIMS AGREEMENTS (CLCAs)	5
PART 2 - SUPPLIER INSTRUCTIONS.....		7
2.1	STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS.....	7
2.2	SUBMISSION OF ARRANGEMENTS	7
2.3	FORMER PUBLIC SERVANT - NOTIFICATION.....	7
2.4	FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - NOTIFICATION.....	8
2.5	ENQUIRIES - REQUEST FOR SUPPLY ARRANGEMENTS	8
2.6	APPLICABLE LAWS.....	8
PART 3 - SUBMISSION REQUIREMENTS AND EVALUATION (SRE).....		9
3.1	SRE - GENERAL INFORMATION.....	10
3.2	SRE - PROPOSAL REQUIREMENTS.....	10
3.3	SRE - SUBMISSION REQUIREMENTS AND EVALUATION	11
3.4	SRE - PRICE OF SERVICES.....	14
3.5	SRE - TOTAL SCORE.....	14
3.6	SRE - SUBMISSION REQUIREMENTS – CHECKLIST	15
PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION.....		16
4.1	EVALUATION PROCEDURES.....	16
4.2	BASIS OF SELECTION.....	16
4.3	FINANCIAL VIABILITY.....	16
PART 5 - CERTIFICATIONS.....		16
5.1	CERTIFICATIONS PRECEDENT TO ISSUANCE OF A SUPPLY ARRANGEMENT	16
PART 6 – A. SUPPLY ARRANGEMENT.....		18
6.1	ARRANGEMENT	18
6.2	SECURITY REQUIREMENTS	18
6.3	STANDARD CLAUSES AND CONDITIONS.....	18
6.4	TERM OF SUPPLY ARRANGEMENT	18
6.5	AUTHORITIES	18
6.6	IDENTIFIED USERS.....	19
6.7	ON-GOING OPPORTUNITY FOR QUALIFICATION	19
6.8	PRIORITY OF DOCUMENTS	19
6.9	CERTIFICATIONS	20
6.10	APPLICABLE LAWS.....	20
PART 6 - B. BID SOLICITATION.....		20
6.11	BID SOLICITATION DOCUMENTS.....	20
6.12	BID SOLICITATION PROCESS.....	21
PART 6 - C. RESULTING CONTRACT CLAUSES.....		22
6.13	GENERAL	22
ANNEX "A" - SUPPLY ARRANGEMENT INFORMATION AND CALL UP PROCEDURES.....		23
ANNEX "B" - STATEMENT OF WORK OR REQUIREMENT.....		27

ANNEX "C" - PRICE PROPOSAL	35
APPENDIX "D" – LOCATIONS OF SERVICE.....	40
APPENDIX "E" – ATTESTATION AND PROOF OF COMPLIANCE WITH OCCUPATIONAL HEALTH AND SAFETY (OHS).....	44
ANNEX "F" – SAMPLES OF TENDER TEMPLATES	47
ANNEX "G" – DECLARATION / CERTIFICATIONS FORM	49
ANNEX "H" - TEAM IDENTIFICATION FORMAT.....	55

PART 1 - GENERAL INFORMATION

1.1 Introduction

The Request for Supply Arrangements (RFSA) is divided into six parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Supplier Instructions: provides the instructions applicable to the clauses and conditions of the RFSA;
- Part 3 Arrangement Preparation Instructions: provides suppliers with instructions on how to prepare the arrangement to address the evaluation criteria specified;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the arrangement and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided; and
- Part 6 6A, Supply Arrangement, 6B, Bid Solicitation, and 6C, Resulting Contract Clauses:
 - 6A, includes the Supply Arrangement (SA) with the applicable clauses and conditions;
 - 6B, includes the instructions for the bid solicitation process within the scope of the SA;
 - 6C, includes general information for the conditions which will apply to any contract entered into pursuant to the SA.

The Annexes include the Statement of Work, the Basis of Payment and any other annexes.

1.2 Summary

Parks Canada Agency (PCA) is inviting Trail Companies to submit proposals in order to be considered as part of a supply arrangement (SA) list for the provision of trail design, or trail construction or trail design and trail construction services. The selected Trail Companies shall provide a range of services including, but not limited to: trail design; development of construction documentation; construction administration services; trail construction and trail maintenance. Trail design, trail construction or trail design and construction services can be offered at any of Parks Canada sites across the country and will require the trail company to engage with park stakeholders, volunteers, Parks Canada staff and First Nations.

Once a list of pre-qualified Trail Companies has been created, tendering processes will be conducted based on the specific needs of each project.

a) Identified User

Parks Canada Agency.

b) Departmental Representative

A Departmental Representative will be identified at time of each individual contract. The Departmental Representative will be responsible for all matters concerning the technical content of the work under the contract.

c) Period of the Supply Arrangement

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

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

d) Integrity Provisions

As per the Integrity Provisions under section 01 of Standard Instructions 2008, suppliers must provide a list of all owners and/or Directors and other associated information as required. Refer to section 4.21 of the Supply Manual for additional information on the Integrity Provisions.

e) Former Public Servants

“For services requirements, Suppliers must provide the required information as detailed in article 2.3 of Part 2 of the Request for Supply Arrangements (RFSA), in order to comply with Treasury Board policies and directives on contracts awarded to former public servants.”

f) Trade Agreement

"The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT)."

1.3 Security Requirements

Not applicable.

1.4 Debriefings

Suppliers may request a debriefing on the results of the request for supply arrangements process. Suppliers should make the request to the Supply Arrangement Authority within 15 working days of receipt of the results of the request for supply arrangements process. The debriefing may be in writing, by telephone or in person.

1.5 Comprehensive Land Claims Agreements (CLCAs)

The Contractor may be required to work within areas covered by Comprehensive Land Claims Agreements (CLCAs). These include, but are not necessarily limited to:

<i>Location</i>	Comprehensive Land Claims Agreements
<i>Yukon</i>	<ol style="list-style-type: none"> 1. Gwich'in Comprehensive Land Claim Agreement 2. Yukon Umbrella Final Agreement: these include; <ol style="list-style-type: none"> a) Champagne and Aishihik FNs Final Agreement; b) FN of Nacho Nyak Dun Final Agreement; c) Teslin Tlingit Council Final Agreement; d) Vuntut Gwitchin FN Final Agreement; e) Little Salmon/Carmacks FN Final Agreement; f) Selkirk FN Final Agreement; g) Tr'ondeck Hwech'in Final Agreement; h) Ta'an Kwach'an Council Final Agreement; i) Kluane FN Final Agreement; j) Kwanlin Dun FN Final Agreement; k) Carcross/Tagish FN Final Agreement.
<i>Quebec</i>	<ol style="list-style-type: none"> 1. <i>James Bay and Northern Quebec Agreement</i> 2. Eeyou Marine Region Land Claims Agreement 3. Nunavik Inuit Land Claims Agreement
<i>Nunavut</i>	<ol style="list-style-type: none"> 1. Nunavut Land Claims Agreement

	<ol style="list-style-type: none">2. Tlicho Land Claims Agreement3. Eeyou Marine Region Land Claims Agreement4. Nunavik Inuit Land Claims Agreement
<i>Northwest Territories</i>	<ol style="list-style-type: none">1. Gwich'in Comprehensive Land Claim Agreement2. Tlicho Land Claims Agreement3. Sahtu Dene and Metis Comprehensive Land Claim Agreement4. Inuvialuit Final Agreement

Any specific CLCA(s) applicable to any resultant Call-up(s), and any requirements with regard to the Contractor's work related to applicable CLCA(s), will be identified in the applicable Call-up(s).

PART 2 - SUPPLIER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Supply Arrangements (RFSA) 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.

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

The [2008 \(2016-04-04\)](#) Standard Instructions - Request for Supply Arrangements - Goods or Services, are incorporated by reference into and form part of the RFSA.

2.1.1 SACC Manual Clauses

S2003T Ceiling Prices and/or Rates (2008-12-12)

The Supplier is required to submit **ceiling prices, rates or both** that will apply for the term of the Supply Arrangement.

2.2 Submission of Arrangements

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

Due to the nature of the Request for Supply Arrangements, transmission of arrangements by facsimile to PCA will not be accepted.

2.2.1 S1001T (2008-12-12) Basis of Selection - Mandatory Technical and Financial Evaluation Criteria

An arrangement must comply with the requirements of the Request for Supply Arrangements and meet all mandatory technical evaluation criteria and financial evaluation criteria to be declared responsive.

2.2.2 S3005T (2008-12-12) Status and Availability of Resources

The Supplier certifies that, should it be issued a supply arrangement as a result of the request for supply arrangements, every individual proposed in the arrangement or individuals with similar qualifications and experience will be available for the term of the supply arrangement.

If the Supplier has proposed any individual who is not an employee of the Supplier, the Supplier certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Supplier must, upon request from the Supply Arrangement Authority, provide a written confirmation, signed by the individual, of the permission given to the Supplier and of his/her availability.

2.3 Former Public Servant - Notification

Service contracts awarded to former public servants in receipt of a pension or a lump sum payment must bear the closest public scrutiny and reflect fairness in the spending of public funds. Therefore, the bid solicitation will require that you provide information that, were you to be the successful bidder, your status with respect to being a former public servant in receipt of a pension or a lump sum payment, will be required to report this information on the departmental websites as part of the published proactive disclosure reports generated in accordance with Treasury Board policies and directives on contracts with

former public servants, [Contracting Policy Notice 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

2.4 Federal Contractors Program for Employment Equity - Notification

The Federal Contractors Program (FCP) for employment equity requires that some contractors make a formal commitment to Employment and Social Development Canada (ESDC) - Labour to implement employment equity. In the event that this Supply Arrangement would lead to a contract subject to the Federal Contractors Program (FCP) for employment equity, the bid solicitation and resulting contract templates would include such specific requirements. Further information on the Federal Contractors Program (FCP) for employment equity can be found on [Employment and Social Development Canada \(ESDC\) - Labour's](#) website.

2.5 Enquiries - Request for Supply Arrangements

All enquiries must be submitted in writing to the Supply Arrangement Authority no later than **10 calendar days** before the Request for Supply Arrangements (RFSAs) closing date. Enquiries received after that time may not be answered.

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

2.6 Applicable Laws

The Supply Arrangement (SA) and any contract awarded under the SA must be interpreted and governed, and the relations between the parties determined, by the laws in force in *the province or territory as designated in the contract*.

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

PART 3 - SUBMISSION REQUIREMENTS AND EVALUATION (SRE)

3.1 SRE - General Information

3.2 SRE - Proposal Requirements

3.3 SRE - Submission Requirements and Evaluation

3.4 SRE - Price of Services

3.5 SRE - Total Score

3.6 SRE - Submission Requirements – Checklist

3.1 SRE - GENERAL INFORMATION

1.1 Reference to the Selection Procedure

An 'overview of the selection procedure' can be found in General Instructions (see GI 9).

1.2 Submission of Proposals

The Proponent is responsible for meeting all submission requirements. Please follow detailed instructions in "Submission of Proposals", General Instructions (GI 10).

1.3 Basis of Selection

To be declared responsive, an offer must:

- A. Comply with all the requirements of the bid solicitation
- B. Meet all mandatory technical evaluation criteria
- C. Obtain the required minimum of 60 percent overall of the points for the technical – evaluation criteria which are subject to point rating. The rating is performed on a scale of 100 total points.

Offers not meeting (a) or (b) or (c) will be declared non-responsive.

The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 80% for the technical merit and 20% for the price.

Neither the responsive offer obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive offer with the highest combined rating of technical merit and price will be recommended for issuance of a Supply Arrangement.

1.4 Calculation of Total Score

For this Supply Arrangement the Total Score will be established as follows:

$$\begin{array}{rcl} \text{Technical Rating} \times 80\% & = & \text{Technical Score (Points)} \\ \text{Price Rating} \times 20\% & = & \text{Price Score (Point)} \\ \hline \text{Total Score} & & \text{Max. 100 points} \end{array}$$

3.2 SRE - PROPOSAL REQUIREMENTS

2.1 Requirement for Proposal Format

The following format information should be implemented when preparing the proposal:

- Submit one (1) bound original plus three (3) bound copies of the proposal.
- (1) electronic copy of the proposal (PDF format) on a USB thumb drive, CD or DVD
- Paper size should be - 216mm x 279mm (8.5" x 11")
- Minimum font size - 11 point Times or equal
- Minimum margins - 12 mm left, right, top, and bottom
- Double-sided submissions are preferred
- One (1) 'page' means one side of a 216mm x 279mm (8.5" x 11") sheet of paper
- 279mm x 432 mm (11" x 17") fold-out sheets for spreadsheets, organization charts etc. will be counted as two pages.
- Pages that are larger than 279mm x 432 mm (11" x 17") will be discarded.
- The proposals should be organized in the same manner and sequence as in the Request for Proposal SRE section.

2.2 Specific Requirements for Proposal Format

The maximum number of pages (including text and graphics) to be submitted for the Rated Requirements under SRE 3.2 is fifteen (15) pages.

The following are not part of the page limitation mentioned above;

- Covering letter
- Table of Contents
- Dividers
- CVs (curriculum vitae)
- Declaration Form (Annex G)
- Attestation and Proof of Compliance With Occupational Health and Safety (Annex E)
- Front page of the Request for Supply Arrangement document
- Front page of revision(s) to the Request for Supply Arrangement document
- Price Proposal Form (Annex C)

Consequence of non-compliance: any pages which extend beyond the above page limitation and any other attachments will be extracted from the proposal and will not be forwarded to the PCA Evaluation Board members for evaluation.

3.3 SRE - SUBMISSION REQUIREMENTS AND EVALUATION

3.1 MANDATORY REQUIREMENTS

Failure to meet the mandatory requirements will render the proposal as non-responsive and no further evaluation will be carried out.

3.1.1 Declaration/Certification Form(s)

Proponents must complete, sign and submit the following:

1. Appendix G, Declaration / Certifications Form as required.
2. Front page of RFSA, Revisions and Question and Answers, as required.

3.1.2 Experience Portfolio

Proponents must demonstrate a minimum of 48 months of experience in providing trail design, or trail construction; or trail design and construction services since January 1, 2013.

3.1.3 Project Summaries

Submit three (3) project descriptions related to trail design; or trail construction; or trail design and trail construction. This will be used during the evaluation process to determine if the offer meets the required experience identified within the solicitation document.

3.2 RATED REQUIREMENTS

Proposals meeting the mandatory requirements will be evaluated in accordance with the following criteria. The clarity of the proposal writing will form part of the evaluation (use of language, document structure, conciseness and completeness of the response):

3.2.1 Comprehension of the Scope of Services (Maximum possible points – 10)

1. *What we are looking for:*

A demonstration of the understanding of the overall requirements for services, including specific deliverables, expected approaches, technical expectations and expertise, and coordination requirements, especially in delivering government projects.

2. *What the proponent should provide:*

- (A) Scope of services that can be done by the Consultant
- (B) Summary of your proposed typical work breakdown structure, i.e. resources assigned, time schedule, level of effort, equipment details.
- (C) Risk management strategy.
- (D) Project management approach to working with Parks Canada (understanding of Parks Canada mandate and management structure, Supply Arrangement process, working with the government in general)

3.2.2 Team Approach / Management of Services (Maximum possible points – 20)

1. *What we are looking for:*

How the team will be organized in its approach and methodology in the delivery of the Required Services.

Where will the team be located for the delivery of the Required Services?

2. *What the proponent should provide:*

A description of:

- (A) Roles and responsibilities of key personnel which will perform the majority of the work resulting from the contract.
- (B) Assignment of the resources and availability of back-up personnel.
- (C) Management and organization (reporting structure). Provide an Organizational Chart.
- (D) Quality control techniques.
- (E) Demonstration of how the team intends to meet the 'Project Response Time Requirements'.
- (F) Conflict resolution.

3.2.3 Past Experience (Maximum possible points – 70)

• *What we are looking for:*

- (A) Demonstration that since January 1, 2013, the proponent or its key personnel has participated in a range of projects requiring a full scope of services in accordance with the Required Services (RS) section. The Proponent's participation in these projects should have involved the scope of services listed in the Required Services (RS) section.

• *What the proponent should provide:*

(A) A brief description of a maximum of;

- 1) One (1) example of a trail design project in a National Park, Provincial Park or Conservation Area. A project that included site assessment, planning, preliminary on-the-ground design, detailed design, creation of cost and time estimates, creation of detail design report, and preparation, or provided assistance, of tender package for trail construction including technical specifications and drawings.
- 2) One (1) example of a trail construction project in a heritage area or other protected area. A project that showcases sustainable trail construction techniques that meet industry standards, knowledge of Parks Canada's Trail Classification System or other trail classification system, use of a variety of trail tools including hand tools and mechanized tools, installation of different trail related infrastructure, monitoring disturbances to wildlife, vegetation, soils and visitors caused by construction, compliance with trail design and overall quality of project and satisfaction of client.

- 3) One (1) project of the Consultant's choice that show cases the services provided by the Trail Company, relevant to the list provided in the introduction.

These projects have to be relevant to this RFSA, and completed over the last five (5) years by the Trail Company, or its key personnel.

- (B) For the above projects, include the names of key personnel who were involved as part of the project team and their respective responsibilities, as well as the scope, and budget per discipline.
- (C) Indicate why each project is relevant to this Request for Supply Arrangement (RFSA).
- (D) Indicate the dates the services were provided for the listed projects.
- (E) Scope of services rendered, project objectives, constraints and deliverables.
- (F) Client references - name, address, phone and fax of client contact at working level.
Reference checks may be completed if deemed necessary.
- The Proponent (as defined in General Instructions GI 20) must possess the knowledge on the above projects. Past project experience from entities other than the Proponent will not be considered in the evaluation unless these entities form part of a joint venture Proponent.
 - Please indicate those projects which were carried out in joint venture and the responsibilities of each of the involved entities in each project.

3.3 EVALUATION AND RATING

Proposals that are responsive (i.e. which meet all the mandatory requirements set out in the RFSA) will be reviewed, evaluated and rated by a PCA Evaluation Board. In the first instance, price envelopes will remain sealed and only the technical components of the proposal will be evaluated in accordance with the following to establish Technical Ratings:

Criterion	Weight Factor	Rating	Weighted Rating
3.2.1 Comprehension of the Scope of Services	1.0	0-10	0-10
3.2.2 Team Approach / Management of Services	2.0	0-10	0-20
3.2.3 Past Experience	7.0	0-10	0-70
Total			0-100

Generic Evaluation Table

PCA Evaluation Board members will evaluate the strengths and weaknesses of the Proponent's response to the evaluation criteria and will rate each criterion using the generic evaluation table below:

	INADEQUATE	WEAK	ADEQUATE	FULLY SATISFACTORY	STRONG
0 point	2 points	4 points	6 points	8 points	10 points
Did not submit information which could be evaluated	Lacks complete or almost complete understanding of the requirements.	Has some understanding of the requirements but lacks adequate understanding in some areas of the requirements.	Demonstrates a good understanding of the requirements.	Demonstrates a very good understanding of the requirements.	Demonstrates an excellent understanding of the requirements.
	Weaknesses	Generally	Weaknesses can	No significant	No apparent

	cannot be corrected	doubtful that weaknesses can be corrected	be corrected	weaknesses	weaknesses
	Proponent do not possess qualifications and experience	Proponent lacks qualifications and experience	Proponent has an acceptable level of qualifications and experience	Proponent is qualified and experienced	Proponent is highly qualified and experienced
	Sample projects not related to this requirement	Sample projects generally not related to this requirement	Sample projects generally related to this requirement	Sample projects directly related to this requirement	Leads in sample projects directly related to this requirement
	Extremely poor, insufficient to meet performance requirements	Little capability to meet performance requirements	Acceptable capability, should ensure adequate results	Satisfactory capability, should ensure effective results	Superior capability, should ensure very effective results

To be considered further, proponents must achieve a minimum weighted rating of Sixty (60) out of the hundred (100) points available for the rated technical criteria as specified above.

No further consideration will be given to proponents not achieving the pass mark of sixty (60) points.

3.4 SRE - PRICE OF SERVICES

All price proposal envelopes corresponding to responsive proposals which have achieved the pass mark of sixty (60) points are opened upon completion of the technical evaluation. When there are five (5) or more responsive proposals, an average price is determined by adding all the price proposals together and dividing the total by the number of price proposals being opened. This calculation will not be conducted when one or two responsive proposals are received.

All price proposals which are greater than twenty-five percent (25%) above the average price will be set aside and receive no further consideration.

The remaining price proposals are rated as follows:

1. The lowest price proposal receives a Price Rating of 100
2. The second, third, fourth and fifth lowest prices receive Price Ratings of 80, 60, 40, and 20 respectively. All other price proposals receive a Price Rating of 0.
3. On the rare occasions where two (or more) price proposals are identical, the matching price proposals receive the same rating and the corresponding number of following ratings are skipped.

The Price Rating is multiplied by the applicable percentage to establish the Price Score.

The Proponent will be required to use the Price Proposal Form as described in Appendix C to present their fee schedule for services and evaluation. Rates must be provided for all categories.

3.5 SRE - TOTAL SCORE

Total Scores will be established in accordance with the following:

Rating	Possible Range	% of Total Score	Score (Points)
Technical Rating	0-100	80	0-80

Price Rating	0-100	20	0-20
Total Score		100	0-100

3.6 SRE - SUBMISSION REQUIREMENTS – CHECKLIST

The following list of documents and forms is provided with the intention of assisting the Proponent in ensuring a complete submission. The Proponent is responsible for meeting all submission requirements.

Please follow detailed instructions in "Submission of Proposals", General Instructions (GI 10).

- Declaration / Certification Form - completed and signed form provided in Annex G
- Integrity Provisions – Associated Information - list of directors / owners (ref. Part 1 - 1.2.d)
- Proposal - 1 signed original + 3 copies (plus 1 electronic copy)
- Front page of Request for Supply Arrangement - completed and signed
- Front page of Revision(s) to a Request for Supply Arrangement - completed and signed

In a separate envelope:

- Price Proposal form Appendix C- one (1) completed, signed and submitted in a separate envelope.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Arrangements will be assessed in accordance with the entire requirement of the Request for Supply Arrangements including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the arrangements.

4.2 Basis of Selection

4.2.1 Mandatory Technical and Financial Evaluation Criteria S1001T (2008-12-12)

An arrangement must comply with the requirements of the Request for Supply Arrangements and meet all mandatory technical evaluation criteria and financial evaluation criteria to be declared responsive.

4.3 Financial Viability

SACC Manual clause [S0030T](#) (2014-11-27) Financial Viability

SACC Manual clause [A9033T](#) (2012-07-16) Financial Viability

PART 5 - CERTIFICATIONS

Suppliers must provide the required certifications and associated information to be issued a supply arrangement (SA).

The certifications provided by suppliers to Canada are subject to verification by Canada at all times. Canada will declare an arrangement non-responsive, or will declare a contractor in default in carrying out any of its obligations under any resulting contracts, if any certification made by the Supplier is found to be untrue whether made knowingly or unknowingly during the arrangement evaluation period, or during the period of any supply arrangement arising from this RFSA and any resulting contracts.

The Supply Arrangement Authority will have the right to ask for additional information to verify the Supplier's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Supply Arrangement Authority may render the arrangement non-responsive, or constitute a default under the Contract.

5.1 Certifications Precedent to Issuance of a Supply Arrangement

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

5.1.1 Integrity Provisions - Associated Information

By submitting an arrangement, the Supplier certifies that the Supplier and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Arrangement of Standard Instructions [2008](#). The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

5.1.2 Additional Certifications Precedent to Issuance of a Supply Arrangement

5.1.2.1 Status and Availability of Resources

5.1.2.1.1 *SACC Manual* clause [S3005T](#) (2008-12-12) Status and Availability of Resources.

5.1.2.2 Education and Experience

5.1.2.2.1 *SACC Manual* clause [S1010T](#) (2008-12-12) Education and Experience

PART 6 – A. SUPPLY ARRANGEMENT

6.1 Arrangement

The Supply Arrangement covers the Work described in the Requirement at “**Annex B**”.

6.2 Security Requirements

Security requirement will be determined at time of Request for Proposal (RFP) issued under the Supply Arrangement.

6.3 Standard Clauses and Conditions

All clauses and conditions identified in the Supply Arrangement and resulting contract(s) by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](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

[2020 \(2016-04-04\)](#) General Conditions - Supply Arrangement - Goods or Services, apply to and form part of the Supply Arrangement.

6.3.2 Supply Arrangement Reporting

The Supplier must compile and maintain records on its provision of goods, services or both to the federal government under contracts resulting from the Supply Arrangement. This data must include all purchases, including those paid for by a Government of Canada Acquisition Card. The Supplier must provide this data in accordance with the reporting requirements detailed in **Annex "A"**. If some data is not available, the reason must be indicated. If no goods or services are provided during a given period, the Supplier must still provide a "NIL" report.

The data must be submitted on a "**bi-annual basis**" to the Supply Arrangement Authority.

The bi-annual reporting periods are defined as follows:

- 1st period: April 1 to June 30;
- 2nd period: July 1 to September 30.

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

6.4 Term of Supply Arrangement

6.4.1 Period of the Supply Arrangement

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

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

6.5 Authorities

6.5.1 Supply Arrangement Authority

The Supply Arrangement Authority is:

Sheldon Lalonde

Contracting Officer, National Contracting Services

Chief Financial Officer Directorate

Parks Canada Agency

111 Water Street East

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Government of Canada

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

6.5.2 Supplier's Representative

Name: _____

Title: _____

Company: _____

Address: _____

Telephone: ____ - ____ - _____

Email: _____

6.6 Identified Users

The Identified User is: Parks Canada Agency.

Departmental Representative

A Departmental Representative will be identified at time of each individual contract. The Departmental Representative will be responsible for all matters concerning the technical content of the work under the contract.

6.7 On-going Opportunity for Qualification

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

6.8 Priority of Documents

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

- (a) the articles of the Supply Arrangement;
- (b) the general conditions 2020 (2016-04-04), General Conditions - Supply Arrangement - Goods or Services
- (c) Annex B, Statement of Work or Requirement;
- (d) Annex C, Price Proposal;
- (e) Annex D, Locations of Service;

(f) the Supplier's arrangement dated _____.

6.9 Certifications

6.9.1 Compliance

The continuous compliance with the certifications provided by the Supplier in its arrangement and the ongoing cooperation in providing associated information are conditions of issuance of the Supply Arrangement (SA). Certifications are subject to verification by Canada during the entire period of the SA and of any resulting contract that would continue beyond the period of the SA. If the Supplier does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Supplier in the arrangement is untrue, whether made knowingly or unknowingly, Canada has the right to terminate any resulting contract for default and suspend or cancel the Supply Arrangement.

6.10 Applicable Laws

The Supply Arrangement (SA) and any contract resulting from the SA must be interpreted and governed, and the relations between the parties determined, by the laws in force in *the province or territory as designated in the contract*.

PART 6 - B. BID SOLICITATION

6.11 Bid Solicitation Documents

Canada will use the following bid solicitation templates based on the estimated dollar value and complexity of the requirement:

- Medium Complexity (MC) for medium complexity requirements;
- Invitation to Tender (ITT), Minor Construction, 25K to 100K.
- Invitation to Tender (ITT), Major Construction, 100K to 5M.

Information of the template(s) can found in “**ANNEX F**”.

Note: References to bid solicitation templates are provided as examples only. The latest versions of the template and terms and conditions will be used at time of bid solicitation.

The bid solicitation will contain as a minimum the following:

- (a) security requirements (*if applicable*);
- (b) a complete description of the Work to be performed;
- (c) General Conditions - Professional Services (Medium Complexity) (2016-04-04) 2010B;
Or;
General Instructions - Construction Services - Bid Security Requirements (2016-04-04) R2710T;
Or;
General Instructions - Construction Services (2016-04-04) R2410T.
- (d) bid preparation instructions;
- (e) instructions for the submission of bids (address for submission of bids, bid closing date and time);

- (f) evaluation procedures and basis of selection;
- (g) financial capability (*if applicable*);

A9033T (2012-07-16) Financial Capability

- (h) certifications;
 - ***Federal Contractors Program (FCP) for Employment Equity - Notification***
 - SACC Manual [A3005T](#), [A3010T](#) for service requirements when specific individuals will be proposed for the work;
 - **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 \(2016-04-04\)](#). The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.
- (i) conditions of the resulting contract.

6.12 Bid Solicitation Process

1. Bids will be solicited for specific requirements within the scope of the Supply Arrangement (SA) from suppliers who have been issued a SA.
2. The bid solicitation will be sent directly to suppliers.
3. The designated representative of Parks Canada authorized by the Service Centre to generate contracts against the supply arrangement will be responsible for the bid solicitation process and the award of contracts.
4. Each call-up against the Standing Offer will have a maximum limitation of expenditure of **\$400,000.00** (including all fees, taxes and amendments).

For all projects funded under the Federal Infrastructure Program of work the maximum call-up limitation will be in accordance with the Parks Canada approved special authorities, and will have a maximum call-up limitation of **\$2,500,000.00** (including all applicable fees, taxes and amendments).

PART 6 - C. RESULTING CONTRACT CLAUSES

6.13 General

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

For any contract to be awarded using the template:

- a) [General Conditions - Professional Services \(Medium Complexity\) 2010B \(2016-04-04\)](#);
- Or;
- b) [General Instructions - Construction Services - Bid Security Requirements \(2016-04-04\) R2710T](#);
- Or;
- c) [General Instructions - Construction Services \(2016-04-04\) R2410T](#).

A copy of the template(s) can be provided upon request by contacting the Procurement Process Tools Division by sending a query to Outilsd'approvisionnement.ProcurementTools@tpsgc-pwgsc.gc.ca.

Note: References to the templates in PWGSC Requests for Supply Arrangements are provided as examples only. The latest versions of the template and terms and conditions will be used at time of bid solicitation.

ANNEX "A" - Supply Arrangement Information and Call up Procedures

Supply Arrangement Information and Call-Up Procedures

A1 General Information

1.1 Objectives

The objectives of the Supply Arrangements are:

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

1.2 Outline of the Supply Arrangement Process

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

1.3 Compliance Audit

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

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

1.4 Withdrawal of Authorization to use the Supply Arrangement Provisions

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

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

(a) Unsatisfactory Contractor Performance

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

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

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

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

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

2.1 Phase 1 - How Supply Arrangements will be issued

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

2.2 Phase 2 - How to Bid on a Requirement

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

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

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

A3 Procedures to Invitation to Tender and Contracting

3.1 Establishment of Supply Arrangement for Rotational Sourcing

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

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

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

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

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

3.4 For all requirements with an estimated value between \$100,001.00, and \$2,500,000.00 (applicable taxes included)

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

There must be no less than three available Supply Arrangements to proceed with a requirement greater than \$25,000.00. If there has not been a sufficient number of Supply Arrangements issued to achieve maximum competition then the Designated Representative must request a call-up be completed at the Service Centre. The Service Centre will post the RFP on the Government Electronic Tendering Service (Buy & Sell).

3.5 Request for Proposal (RFP) Format

The Project Authority (PA)/ Technical Authority (TA) can request prices using any of the following formats:

- Transmission may be made through facsimile, electronic mail, regular mail or courier. Verbal contracts are not acceptable.

3.6 Call-up against the Supply Arrangement Format

The Contract Authority (CA) shall issue the Call-up Contract using any one of the following methods:

- Transmission may be made through facsimile, electronic mail, regular mail or courier. Verbal contracts are not acceptable.

3.7 Maximum Individual Call-up Limitation

Each call-up against the Standing Offer will have a maximum limitation of expenditure of **\$400,000.00** (including all fees, taxes and amendments).

For all projects funded under the Federal Infrastructure Program of work the maximum call-up limitation will be in accordance with the Parks Canada approved special authorities, and will have a maximum call-up limitation of **\$2,500,000.00** (including all applicable fees, taxes and amendments).

3.8 Monitoring of Supply Arrangement Use

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

ANNEX "B" - STATEMENT OF WORK OR REQUIREMENT

RFSA – Trail Design, or Trail Construction or Trail Design and Trail Construction – National Parks, National Historic Sites, National Marine Conservations Areas and National Urban Parks in all Canadian Provinces and Territories**Required Services (RS) / Project Brief
Table of Contents**

- 1. Introduction**
- 2. Background**
- 3. Objectives**
- 4. Context**
- 5. Scope of Work**
- 6. Tasks/Technical Specifications**
- 7. General Deliverables**
- 8. Project Administration**

1 . Introduction

Parks Canada Agency (PCA) is inviting Trail Companies to submit proposals for the provision of trail design or trail construction or trail design and trail construction services in order to be considered as part of a supply arrangement (SA) list. The selected Trail Companies shall provide a range of services that may include, but are not limited to: trail design; development of construction documentation; construction administration services; trail construction and trail maintenance Trail design or trail construction or trail design and construction services can be offered at any of Parks Canada sites across the country and will require the trail company to engage with park stakeholders, volunteers, Parks Canada staff and First Nations.

Trail companies are asked to submit proposals for only the services that they can provide. Once a list of pre-qualified Trail Companies has been created, tendering processes will be conducted based on the specific needs of each project.

2 . Background

On behalf of the people of Canada, Parks Canada protects and presents nationally significant examples of Canada's natural and cultural heritage and fosters public understanding, appreciation and enjoyment in ways that ensure their ecological and commemorative integrity for present and future generations. Moreover, it is Parks Canada's vision that Canada's treasured natural and historic places will be a living legacy, connecting hearts and minds to a stronger, deeper understanding of the very essence of Canada. Sustainable trails are a fundamental part of many visitors' experiences as they facilitate interactions with landscapes and places. They help protect the history and nature of Parks and Sites through their routing and sustainable design and construction. Trails are a vital service offer and safely lead visitors to inspirational places and experiences for recreation and learning.

3 . Objectives

Parks Canada is seeking to put in place a Supply Arrangement (SA) list that will provide the Agency with:

- trail design services
- trail construction services
- trail design and trail construction services

These services will support Parks Canada sites while engaging with stakeholder groups, recreational groups, visitors, Park staff, technical experts and First Nations on trail specific projects. This approach will facilitate and result in the creation of a wide-variety of safe and appropriate trail experiences for a variety of National Parks, National Historic Sites, National Marine Conservation Areas and National Urban Park that will appeal to existing visitors and attract new visitors in all seasons.

4 . Context

According to Parks Canada trails are defined as single-use, multi-use and preferred-use trails for a variety of uses including, but not limited to, hiking, backpacking, interpretation, cycling, mountain biking, fat biking, horse riding, cross country skiing and snowshoeing. Trails can be developed as single track or double track, can range in surfacing from natural surface to pavement and can be located in front country or back country settings. Trails will be developed according to the Parks Canada Trails Classification System. These services would be provided at National Parks, National Historic Sites, National Marine Conservation Areas, and at National Urban Parks located through-out Canada.

5 . Scope of Work

The selected Trail Companies will provide trail design or trail construction or trail design and construction services to Parks Canada Project Authorities on an as-when-and-where-requested basis. Trail design or trail construction or trail design and trail construction services can be offered at any of Parks Canada sites across the country and will require the trail company to engage with park stakeholders, volunteers, Parks Canada staff and First Nations in order to inform the planning, design, construction and maintenance of single-use trails, multi-use trails and preferred-use trails. The selected Trail Companies may also be asked to liaise with other contractors or consultants if larger scale planning is taking place.

6 . Tasks/Technical Specifications

Although the range of services and the scope of work related to specific projects will vary from project to project, the possible areas of involvement include:

6.1 Trail Design Services

6.1.1 General Requirements

The objective of trail design services is to work with Parks Canada sites to create a detailed trail design in order to ensure that the sites trail experience is maximized and that visitor's expectations are met for today and for the future. Trail design services could include one or more of the following:

- Pre-Design, Research, Assessment and Analysis: The undertaking of pre-design, research, assessment and analysis tasks and activities will vary by project and could include:
 - Establishing or determining design criteria, principles and guidelines
 - User needs analysis
 - Design and product research
 - Cultural, physical and environmental resource assessments
 - Site investigations to determine existing site conditions which could be affected by the design
 - Review of site management plan, trail vision and concept plan, if one exists.
- On-the-ground trail design: The undertaking and development of comprehensive trail plans, and preliminary and final designs which could involve new or existing trails and approved recreational activities, all sites require heritage conservation, archaeological and environmental considerations. The activities will vary by project and could include:
 - Site or area trail plan including preliminary trail planning for trail network. Trail plan would be developed with input from the trail vision and concept plan, if one exists.
 - Preliminary on-the-ground trail design or far-flagging the proposed trail corridor and preparation of preliminary trail document for review and approval. Preliminary trail design includes GIS tracks of the proposed trail corridor.
 - Detailed trail design including flagging at 3 meter intervals or closer if necessary.

- GIS tracks of all trail design, including locations of challenging areas or areas that may require more attention.
- Detailed trail design notes outlining all construction details and locations for different trail construction techniques.
- Detailed trail design construction drawings outlining and identifying all construction details.
- Identify all water crossing and provide recommendations for crossing type.
- Creation of cost estimates for trail construction.
- Creation of time estimates for trail construction.
- Preparation, or providing assistance, of tender package for trail construction, including technical specifications and drawings.

6.1.3 Role of PCA

- Act as Project Manager.
- Provide trail designer with information about the sites trails offer including, and not limited to: trail vision, trail concept plan, maps, results from visitor surveys, results from target market research, and access to management plan.
- Provide trail designer with a Parks Canada staff person to guide the Consultant on a tour of the trails, if required.
- Review and comment on preliminary trail design submissions.
- Conduct assessment of preliminary trail design and approve in order for trail designer to move to final on-the-ground trail design, or request payment.
- Respond to questions from the trail designer as required.
- Review and accept final trail design and construction drawings.
- Prepare or review tender package for trail construction.

6.2 Trail Construction Documentation Services

6.2.1 General Requirements

The objective of the Construction Documentation is to prepare tender ready drawings and specifications for the statement of work for an RFP, setting forth in detail all the requirements for the construction of the project along with a cost estimate. Trail construction documentation services could include one or more of the following:

6.2.2 Responsibility of the Consultant

The consultant scope and activities shall include, but are not limited to, the following:

- Administrative:
 - Manage and provide information and advice during integrated design. Review Sessions at the 50% and 99% stages;
- Regulatory:
 - Complete detailed standards analysis;
- Scope and Activities:
 - Obtain acceptance for submissions (50%, 99% and final)
 - Confirm format of drawings and specifications or Design-Build documents
 - Clarify special procedures (i.e. phased construction)
 - Submit drawings and specifications at the required stages. (50%, 99% and final)
 - Provide written response to all review comments and incorporate them into Construction Documents

- Advise as to the progress of cost estimates and submit updated cost estimates as the project develops
 - Prepare a final Class 'A' estimate
 - Review and approve materials, construction processes and specifications to meet sustainable development objectives.
- Technical and Production Meetings:
 - Production of construction documents will be reviewed during the meetings arranged by Departmental Representative and Consultant.
 - Representatives from PCA will be present as arranged by the Departmental Representative.
 - Consultant shall ensure that his staff and the sub-consultant representatives attend the technical and production meetings as required.
 - Consultant shall arrange for all necessary data, progress prints, etc.
 - Prepare and submit a written response to the Departmental Representative, to all comments provided by PCA.

6.2.2.1 50% SUBMISSION DELIVERABLES

- Identify clearly, all items on all drawings and specifications.
- Submit updated Class B cost estimate and schedule.
- Report progress on application of Sustainable Development issues.
- Submit written response to the Departmental Representative to review comments made at the Design Development stage
- Specifications:
 1. 50% edited with all pertinent sections,
 2. Confirm review of General Conditions of Agreement
- Design:
 - Site plan
 - Sections
 - Elevations
 - Preliminary details
 - General notes
- Structural:
 - design, design details, and structural plans

6.2.2.2 99% SUBMISSION DELIVERABLES

- Submit written response to the Departmental Representative to review comments made at 50% stage.
 - All working drawings and specifications - fully complete.
 - All Drawings and Specifications to be signed and sealed.
 - Submit a final report on the application of Sustainable Development principles and strategies for the project.
 - Submit one copy of updated Cost Plan, Class "A" level ($\pm 5\%$) project cost estimate.
 - Submit one copy of updated Project Schedule
- Specifications:
 - 99 % edited specifications
 - Written contributions specific to the tender form and invitation to tender, as may be required.
 - Complete set of co-ordinated construction drawings suitable for tender call, including all details.
 - Complete coordination to provide 99% completion

6.2.2.3 100% SUBMISSION STAGE – FINAL TENDER DOCUMENTS

- Written response to the Departmental Representative to review comments made at 99% stage.

- All original reproducible drawings and specifications for tendering purposes, 100% reviewed and coordinated, incorporating all PCA comments made at the 99% stage, either in the documents themselves, if time allows, or as an addendum during the tendering period.
- All specification sections and an index of specifications.
- Updated project implementation schedule.
- Revised Class “A” level cost estimate.
- A set of digitized specifications on CD or DVD disk(s) or by e-mail, in PDF (Portable Document Format), book marked by section and drawing files on CD or DVD disk(s) or by e-mail, in PDF, as requested by the Departmental Representative.
- Any plans and specifications required by Inspection Authorities before tender call.

6.2.3 ROLE OF PCA

- Review Sessions at 50%, and 99% stages through the construction document stage, as required.
- Review and comment on preliminary consultant submissions.
- Respond to questions from the consultant as required.
- Review revisions and consultant rebuttal to the PCA quality assurance report.
- Review and accept the amended work breakdown structure for the project.
- Review and accept the final the construction document progress at 50% and 99%.
- Formally accept documents ready for Tender.
- Liaison with all PCA staff.

6.3 Construction Administration Services.

6.3.1 General Requirements

The objective of the construction administration services may include administrative services and/or construction supervisory services in accordance with Parks Canada standards and procedures to ensure that the work conforms to the intent of the contract documents. Services prior to and during construction may be requested by Project Manager. The construction administration services could include one or more of the following:

6.3.2 Responsibility of the Consultant

- Monitor the progress of the contractors' work, compliance with all drawings and specifications, time schedules, quality standards and progress reports, through resident site supervision during the construction period.
- Notify the Departmental Representative immediately if human remains, archaeological remains and items of historical or scientific interest are discovered on the site and obtain further information on action to be taken.
- Review and process shop drawings.
- Provide to the Departmental Representative, detailed drawings, clarification advice, contemplated change orders and change orders as required.
- Report on contractors maintaining specified quality and schedules, ensuring that contractors are monitoring delivery of critical materials and equipment.
- Review and make recommendations on progress claims.
- Issue interim and final deficiency reports.
- Recommend (if required) the release of holdback upon satisfactory completion.

6.3.3 Role of PCA

- The Departmental Representative assigned to the project is the project manager.
- The Departmental Representative is directly concerned with the project and is responsible for its progress. The Departmental Representative is the liaison officer with the consultant, and PCA.

6.4 Trail Construction Services

6.4.1 General Requirements

The objective of trail construction services is to work with Parks Canada sites to create a sustainably constructed trail in order to ensure that the sites trail experience is maximized and that visitor's expectations are met for today and for the future.

Services prior to and during construction may be requested by project manager. The services include administrative services, labour and construction and/or construction supervisory services in accordance with Parks Canada standards and procedures to ensure that the work conforms to the intent of the contract documents. Trail construction services could include one or more of the following:

6.4.2 Responsibility of the Trail Company

- Knowledge and understanding of the industry standard for sustainable trail construction.
- Knowledge and understanding of sustainable trail construction in a variety of landscapes ranging from mountains to prairies and including, but not limited to, side hill trail construction, flat ground trail construction, natural surface and surfaced trail construction, wetland trail construction, and user specific trail construction.
- Knowledge and understanding of Parks Canada's Trail Classification System.
- Use of hand tools, power tools and small (mini/micro) walk behind or ride-on mechanized equipment in a variety of terrain and conditions in order to construct sustainable multi-use, single use and preferred use trails according to trail design and specifications with minimize environmental impact.
- Construction and installation of trail related infrastructure including stream crossing solutions, signage or other related amenities identified in the project requirements.
- Discussing and reviewing construction procedures to be used.
- Reviewing the construction work schedule proposed.
- Comparing construction work to contract requirements in relation to workmanship, material, equipment and schedule.
- Identifying or receiving notification of need for design changes and contacting project manager.
- Clarifying design intent through discussions with project manager.
- Monitoring and reporting disturbances to wildlife, vegetation, soils and visitors caused by construction.

- Creating an Environmental Safety Plan to mitigate any disturbances in consultation with Environmental Assessment Coordinator and project authority.
- Attending site meetings; recording and distributing minutes.
- Preparing sketches or drawings to depict design variations.
- Preparing site inspection reports as required.
- Listing and overseeing deficiencies and corrective measures.
- Maintaining records of "as built" conditions and preparing as-built drawing.
- Liaison with external stakeholder, internal Parks Canada staff resources and volunteer groups for work co-ordination.
- Preparing or reviewing operation and maintenance manuals.
- Issuing and overseeing final inspections.
- Organizing/participating in commissioning of project.
- Participating in 'post-construction' evaluation and assisting in report preparation.
- Keeping photographic records of construction stages and procedures.

6.4.3 Role of PCA

- Act as Project Manager.

- Provide Trail Company with information about the sites trails offer including, and not limited to: trail design, trail vision, trail concept plan, maps, results from visitor surveys, and assess to management plan.
- Provide Trail Company with a Parks Canada staff person to guide the Consultant on a tour of the trails if required.
- Review and comment on preliminary trail construction.
- Respond to questions from the Trail Company as required.
- Review and accept final trail construction

7 General Deliverables

Where deliverables and submissions include summaries, reports, drawings, plans, specifications and schedules, one (1) original shall be provided to the Departmental Representative in electronic format, unless otherwise specified.

Electronic format will be negotiated with the Project Authority, but may be as follows:

- | | |
|---------------------------------|-----------------------------------|
| 1. Written reports and studies: | Microsoft Word, Excel, Adobe PDF |
| 2. Spreadsheets and budgets: | Microsoft Word, Excel, Adobe PDF |
| 3. Presentations: | Microsoft Word, Excel, PowerPoint |
| 4. Schedules | Adobe PDF, Microsoft Word, Excel |
| 5. Drawings: | Auto CAD, Adobe Illustrator |
| 6. Specifications: | Microsoft Word, Excel, Adobe PDF |
| 7. Web: | Adobe PDF |
| 8. Maps: | ArcGIS or shape files |

Alternatively, the Consultant may submit the work in pdf format.

8 Project Administration

In fulfilling the terms and conditions of any resultant Call-up(s), the Consultant shall:

- Provide a mutually agreed-upon principal contact person for each Call-up, who shall be actively involved in, and responsible for, all activities undertaken.
- Participate in an initial start-up meeting with the Project Authority.
- Consultant is responsible for preparation of all project meeting minutes.
- Confirm with the Project Authority, the receipt and successful completion of all work. Only the Project Authority can determine that the project has been completed to the satisfaction of the Statement of Work (SoW).
- Work in conjunction and in close contact with the Project Authority and other Parks Canada staff and ensure that Parks Personnel are acquiring appropriate expertise and knowledge transfer from the Contractor.
- Complete assigned work according to pre-defined schedules and standards, as outlined in each Call-up.
- Provide Quality Assurance monitoring on all deliverables.
- Coordinate meetings, project reviews and other related project management activities with the Project Authority
- Provide an outline of the proposed engagement process and schedule to be used

8.1 Location of Work and Travel

Services shall be conducted at various National Parks, Marine Conservation Areas, National Historic Sites and National Urban Parks in Canada or locations determined suitable by the Project Authority. Should any travel in Canada be required, all costs will be reimbursed in accordance with the Treasury Board Travel Directive. All Contractor travel must be authorized in advance by the Project Authority.

Solicitation No. - N° de l'invitation : **5P301-15-0012/B**

Amd. No. - N° de la modif. : 000

File Name. - Nom du dossier : **Trail Design, or Trail Construction or Trail Design and Trail Construction – National Parks, National Historic Sites, National Marine Conservations Areas and National Urban Parks in all Canadian Provinces and Territories.**

ANNEX "C" - PRICE PROPOSAL

Appendix “C” – Price Proposal

INSTRUCTIONS:

1. Complete price proposal form and submit in a separate sealed envelope, with the Proponent's name, Solicitation Number, and "Price Proposal Form" typed on the outside.
2. Bidders **MUST** submit prices / rates for the firm period of the Arrangement proposed to supply for each of the items listed. When completed, this section will be considered the bidder's financial proposal.
3. Price proposals are not to include Applicable Taxes and will be evaluated in Canadian Dollars.
4. Proponents are not to alter or add information to the form.
5. **All other related work not specifically mentioned herein and not available on any other Supply Arrangement /Standing Offer shall be completed at a per diem or hourly rate as requested on the individual call-ups against the resulting supply arrangement.**
6. The ceiling/fixed rate for any given category cannot be \$0 or nil value. Failure to insert a rate for each category will render your proposal non-responsive.
7. There will be no extra payment made for overtime.
8. All travel must have the prior authorization of the Project Authority and are subject to government audit.

Appendix “C” – Price Proposal:

Proponent Name:		Email:	
Address:			
City:	Province / Territory:	Postal Code:	
Telephone No.:	Fax No.:		
Procurement Business Number (PBN) or Goods and Services Tax (GST) Number:			
Contractor's Representative:			

TABLE ONE: Supply Arrangement Fixed / Ceiling Rates

Trail Design, Documentation, Administration Services – Supply Arrangement	Ceiling Hourly Rate (A)
Trail Design Services	-
Pre-design preparation	\$
On-the-ground Design (preliminary and final design)	\$
Report creation	\$
Trail Construction Documentation Services	-
50% SUBMISSION DELIVERABLES	\$
99% SUBMISSION DELIVERABLES	\$
100% SUBMISSION DELIVERABLES	\$
Construction Administration Services.	-
Field Work (Supervision)	\$
Report Creation	\$
Final Approval	\$

	-
(A) Total for Evaluation – Design;	\$

TABLE TWO: SUPPLY ARRANGEMENT - Starting on Award Date

Trail Construction Services – Supply Arrangement	Ceiling rate per 100 meters (B)
Trail Construction Side Hill/Bench Cut by Hand <i>For this example please consider the trail as a Type 3, moderate rated, trail according to the Parks Canada Trail Classification System</i>	-
Easy Conditions	\$
Typical Conditions	\$
Hard Conditions	\$
	-
Trail Construction Side Hill/Bench Cut by Machine <i>For this example please consider the trail as a Type 3, moderate rated, trail according to the Parks Canada Trail Classification System</i>	-
Easy Conditions	\$
Typical Conditions	\$
Hard Conditions	\$
	-
Trail Construction Flat Ground by Machine (2 meter wide raised tread) <i>For this example please consider the trail as a Type 2, easy rated, trail according to the Parks Canada Trail Classification System</i>	-
Easy Conditions	\$
Typical Conditions	\$
Hard Conditions	\$
	-
(B) Total for Evaluation – Construction;	\$

Total for Evaluation: Table 1 (A) + Table 2 (B) = \$ _____

SIGNATURE OF CONSULTANT OR JOINT VENTURE CONSULTANTS

The Consultant agrees to provide services, as required for each call up, in accordance with the rates quoted above. Rates do not apply to sub-consultants services engaged by the Proponent acting as Prime Consultant. Rates charged for sub-consultants shall not exceed rates for the parallel functional activities identified above.

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END OF PRICE PROPOSAL FORM

Appendix “D” – Locations of Service

Appendix “D” – Locations of Service

1. Proponents must identify the Region that they are proposing to provide service (Table 1) to under any resulting Supply Arrangement. It is not necessary to submit a separate proposal for all the different regions. If a supplier wishes to submit a proposal for only a specific region, it may do so.
2. Region of delivery will include any of Parks Canada National Parks, National Marine Conservation Areas and National Historic Sites; as well as any site which may be named by the Government of Canada during the agreement period.

Table 1: Locations of Service

	<u>Park</u>	<u>Location</u>	<u>Coverage (km²)</u>	<u>Check for YES</u>
1	<u>Banff National Park</u>	Alberta	6,641	< >
2	<u>Elk Island National Park</u>	Alberta	194	< >
3	<u>Jasper National Park</u>	Alberta	10,878	< >
4	<u>Waterton Lakes National Park</u>	Alberta	505	< >
5	<u>Wood Buffalo National Park</u>	Alberta & Northwest Territories	44,802	< >
6	<u>Glacier National Park</u>	British Columbia	1,349.3	< >
7	<u>Gulf Islands National Park Reserve</u>	British Columbia	36 (land only)	< >
8	<u>Gwaii Haanas National Park Reserve and Haida Heritage Site</u>	British Columbia	1,495	< >
9	<u>Kootenay National Park</u>	British Columbia	1,406.4	< >
10	<u>Mount Revelstoke National Park</u>	British Columbia	259.7	< >
11	<u>Pacific Rim National Park Reserve</u>	British Columbia	285.8 (land only)	< >
12	<u>Yoho National Park</u>	British Columbia	1,313.1	< >
13	<u>Riding Mountain National Park</u>	Manitoba	2,973.1	< >
14	<u>Wapusk National Park</u>	Manitoba	11,475	< >
15	<u>Fundy National Park</u>	New Brunswick	205.9	< >
16	<u>Kouchibouguac National Park</u>	New Brunswick	239.2	< >

	<u>Park</u>	<u>Location</u>	<u>Coverage (km2)</u>	<u>Check for YES</u>
17	<u>Gros Morne National Park</u>	Newfoundland & Labrador	1,805	< >
18	<u>Terra Nova National Park</u>	Newfoundland & Labrador	399.9	< >
19	<u>Torngat Mountains National Park</u>	Newfoundland & Labrador	9,700	< >
20	<u>Aulavik National Park</u>	Northwest Territories	12,200	< >
21	Nááts'ihch'oh National Park Reserve	Northwest Territories	4,850	< >
22	<u>Nahanni National Park Reserve</u>	Northwest Territories	30,000 (approx.)	< >
23	<u>Tuktut Nogait National Park</u>	Northwest Territories	18,181	< >
24	<u>Cape Breton Highlands National Park</u>	Nova Scotia	948	< >
25	<u>Kejimikujik National Park</u>	Nova Scotia	403.7	< >
26	Sable Island National Park Reserve of Canada	Nova Scotia	34	< >
27	<u>Auyuittuq National Park</u>	Nunavut	19,089	< >
28	<u>Quttinirpaaq National Park</u>	Nunavut	37,775	< >
29	<u>Sirmilik National Park</u>	Nunavut	22,252	< >
30	<u>Ukkusiksalik National Park</u>	Nunavut	20,500	< >
31	<u>Bruce Peninsula National Park</u>	Ontario	156	< >
32	Fathom Five National Marine Park of Canada	Ontario	112	< >
33	<u>Georgian Bay Islands National Park</u>	Ontario	25.6	< >
34	Lake Superior National Marine Conservation Area of Canada	Ontario	10,000	< >
35	<u>Point Pelee National Park</u>	Ontario	15	< >
36	<u>Pukaskwa National Park</u>	Ontario	1,877.8	< >
37	<u>Thousand Islands National Park of Canada (formerly St Lawrence Islands National Park)</u>	Ontario	24	< >

	<u>Park</u>	<u>Location</u>	<u>Coverage (km2)</u>	<u>Check for YES</u>
38	<u>Prince Edward Island National Park</u>	Prince Edward Island	21.5	< >
39	<u>Forillon National Park</u>	Québec	240.4	< >
40	<u>La Mauricie National Park</u>	Québec	536.1	< >
41	<u>Minigan Archipelago National Park Reserve</u>	Québec	150.7	< >
42	Saguenay-St. Lawrence Marine Park	Québec	1,246	< >
43	<u>Grasslands National Park</u>	Saskatchewan	906.4	< >
44	<u>Prince Albert National Park</u>	Saskatchewan	3,874.3	< >
45	<u>Ivvavik National Park</u>	Yukon	9,750	< >
46	<u>Kluane National Park Reserve</u>	Yukon	22,013.3	< >
47	<u>Vuntut National Park</u>	Yukon	4,345	< >

Note: Areas or locations not listed will be offered on a closest proximity to Table 1 location basis.

Appendix “E” – Attestation and Proof of Compliance with Occupational Health and Safety (OHS)

APPENDIX E - Attestation and Proof of Compliance with Occupational Health and Safety (OHS)

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

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 _____

Annex "F" – Samples of Tender Templates

Samples of Tender Templates

The Standard Acquisition Clauses and Conditions (SACC) Manual Table of Contents provides a listing of procurement clauses and general conditions as well as instructions on how these clauses and conditions are used. You may also [find a SACC Manual item by ID number or by item status \(active, superseded, or cancelled\).](#)

For any contract to be awarded using the template:

- a) [General Conditions - Professional Services \(Medium Complexity\) 2010B \(2015-09-03\)](#);
- Or;
- b) [General Instructions - Construction Services - Bid Security Requirements \(2015-07-03\) R2710T](#);
- Or;
- c) [General Instructions - Construction Services \(2015-07-03\) R2410T](#).

Annex “G” – Declaration / Certifications Form

Declaration / Certifications Form (page 1 of 5)

Name of Proponent:

Street Address:

Mailing Address (if different than street address)

City:

City:

Prov./Terr./State:

Prov./Terr./State:

Postal/ZIP Code:

Postal/ZIP Code:

Telephone Number :()

Fax Number: ()

E-Mail:

Procurement Business Number:

Type of Organization

Size of Organization

Sole Proprietorship

Number of Employees _____

Partnership

Graduate Architects/ _____

Corporation

Prof. Engineers:
Other Professionals _____

Joint Venture

Technical Support _____

Other _____

Declaration / Certifications Form (page 2 of 5)**Federal Contractors Program for Employment Equity - Certification**

I, the Proponent, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a proposal non-responsive, or may set-aside a Supply Arrangement, or will declare a consultant in default, if a certification is found to be untrue, whether during the proposal evaluation period, during the Supply Arrangement period, or during the contract period. Canada will have the right to ask for additional information to verify the Proponent's certifications. Failure to comply with any request or requirement imposed by Canada may render the proposal non-responsive, may result in the Supply Arrangement set-aside, or constitute a default under the contract.

For further information on the Federal Contractors Program for Employment Equity visit [Employment and Social Development Canada \(ESDC\)-Labour's website](#).

Date: _____ (YY/MM/DD) (If left blank, the date will be deemed to be the RFSO closing date.)

Complete both A and B.

A. Check one of the following:

- A1. The Proponent certifies having no work force in Canada.
- A2. The Proponent certifies being a public sector employer.
- A3. The Proponent certifies being a federally regulated employer being subject to the *Employment Equity Act*.
- A4. The Proponent certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).
- A5. The Proponent certifies having a combined workforce in Canada of 100 or more employees; and
- A5.1. The Proponent certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with ESDC-Labour.

OR

- A5.2. The Proponent certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to ESDC-Labour. As this is a condition to issuance of a Supply Arrangement, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

- B1. The Proponent is not a Joint Venture.

OR

- B2. The Proponent is a Joint venture and each member of the Joint Venture must provide the Contracting Authority with a completed Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the General Instructions to Proponents)

Declaration / Certifications Form (page 3 of 5)

Former Public Servant (FPS) - Certification

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPS, proponents must provide the information required below before the issuance of a Supply Arrangement. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of proposals is completed, Canada will inform the Proponent 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 proposal 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 Proponent a FPS in receipt of a pension? YES () NO ()

If so, the Proponent 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, proponents agree that the successful Proponent'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.

Declaration / Certifications Form (page 4 of 5)

Work Force Adjustment Directive

Is the Proponent a FPS who received a lump sum payment pursuant to the terms of a Work Force Adjustment Directive? YES () NO ()

If so, the Proponent 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 the Goods and Services Tax or Harmonized Sales Tax.

Declaration / Certifications Form (page 5 of 5)

Name of Proponent:

This Declaration forms part of the offer.

Education, Professional Accreditation and Experience:

All statements made with regard to the education, professional accreditation and the experience of individuals proposed for providing services under the Supply Arrangement are accurate and factual, and we are aware that Canada reserves the right to verify any information provided in this regard and that untrue statements may result in the proposal being declared non-responsive. Should a verification by Canada disclose untrue statements, Canada shall have the right to treat any Supply Arrangement resulting from this solicitation as being in default and to terminate it accordingly.

DECLARATION:

I, the undersigned, being a principal of the Proponent, hereby certify that the information given on this form and in the attached Proposal is accurate to the best of my knowledge.

Name (print): _____

Capacity: _____

Signature _____

Telephone Number: () _____

Fax Number: () _____

E-mail: _____

Date: _____

During proposal evaluation period, Parks Canada contact will be with the above named person.

This Appendix G should be completed and submitted with the proposal, but may be submitted afterwards as follows: if any of these required certifications is not completed and submitted with the proposal, the Contracting Authority will inform the Proponent 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 proposal non-responsive.

Annex “H” - TEAM IDENTIFICATION FORMAT

TEAM IDENTIFICATION FORMAT Annex “H”

The prime consultant and other members of the Consultant Team shall be, or eligible to be, licensed, certified or otherwise authorized to provide the necessary professional services to the full extent that may be required by provincial or territorial law.

1. Prime Consultant (Offeror):

Firm: Name: _____

Key Individuals and provincial/territorial professional licensing status:

2. Key Sub-Consultants / Specialists:

Firm: Name: _____

Key Individuals and provincial/territorial professional licensing status:

2. Key Sub-Consultants / Specialists (cont.):

Firm: Name: _____

Key Individuals and provincial/territorial professional licensing status:

Firm: Name: _____

Key Individuals and provincial/territorial professional licensing status:

Firm: Name: _____

Key Individuals and provincial/territorial professional licensing status:
