



Parks Canada Parcs Canada

RETURN BIDS TO:

**Bid Receiving Unit- Main Floor
Parks Canada Agency
John Cabot Building,
10 Barter's Hill,
St. John's, NL A1C 6M1
Attn: Colleen Sheehan**

REQUEST FOR A SUPPLY ARRANGEMENT

**DEMANDE POUR UN ARRANGEMENT EN
MATIÈRE D'APPROVISIONNEMENT**

Canada, as represented by the Minister of the Environment for the purposes of the Parks Canada Agency hereby requests a Supply Arrangement on behalf of the identified users herein.

Le Canada, représenté par le ministre de l'Environnement aux fins de l'Agence Parcs Canada, autorise par la présente, un arrangement en matière d'approvisionnement au nom des utilisateurs identifiés énumérés ci après

Comments - Commentaries

Vendor/Firm Name and Address

Raison sociale et adresse du fournisseur/de l'entrepreneur

Title-Sujet General Contracting Services - Civil, Grounds, and Landscaping Parks Canada Agency - Rouge National Urban Park		Date 24-05-2017
Solicitation No. - No. de l'invitation 5P300-17-5075	Client Ref. No. - No. de réf du client.	
GETS Reference No. - No de reference de SEAG		
Solicitation Closes L'invitation prend fin - at - á 02:00 PM on - le 04-07-2017	Time Zone Fuseau horaire - (EDT)	
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>		
Address Inquiries to: - Adresser toute demande de renseignements à : Colleen Sheehan Colleen.sheehan@pc.gc.ca		
Telephone No. - No de téléphone (709) 772-6129	Fax No. - No de FAX: (709) 772-3651	
Destination of Goods, Services, and Construction: Destinations des biens, services et construction: See Herein		
Vendor/Firm Name and Address Telephone No. - No de telephone: Facsimile No. - N° de télécopieur:		
Name and title of person authorized to sign on behalf of the Vendor/Firm Nom et titre de la personne autorisée a signer au nom du fournisseur/ de l'entrepreneur		
Signature		Date

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- Annex "B" Generic Statement of Work
- Annex "C" Evaluation Criteria and Basis of Selection
- Annex "D" Areas of Service and Ceiling Pricing
- Annex "E" Supply Arrangement Information and Call up Procedures
- Annex "F" Conditions Precedent to Issuance of a Supply Arrangement
- Annex "G" Attestation Form

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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.

1.2 Summary

Parks Canada Agency requires the services of General Contractors at Rouge National Urban Park to manage all aspects of a number of "as and when required" multi-discipline site work projects that may include the demolition, renovation and construction of various civil, mechanical and municipal works. It will also be the responsibility of the general contractor to plan, organize and control the work, health and safety of all tradesmen working on any project under their management.

Complete details of skills and responsibilities of the General Contractor are detailed in the Scope of Work included herein as Annex "B". Contracts resulting from the creation of Supply Arrangements (SA's) will include (but will not be limited to) the following trade categories and disciplines: Civil, Water/Wastewater, Municipal Works, Landscaping, Excavation, Backfilling, Compaction, Grading, Mechanical, and Electrical.

Duration of the Supply Arrangement:

The Supply Arrangement will be valid for two (2) years from the date of issue with the option for two (2) one-year extensions.

- a) Contracts resulting from the SA will typically range anywhere between \$5,000 to \$400,000.

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b) 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.

c) "The requirement is subject to the provisions of the Agreement on Internal Trade (AIT)."

1.3 Security Requirements

For certain work in specified areas contractors and all employees working within the specified areas may require a security clearance. If requested, suppliers must provide names of all individuals requiring access to to classified or protected information, assets or sensitive work sites. Any such requirements will be detailed in the specific Invitation to Tender document.

1.4 Canadian Content

The goods and/or services covered by the Supply Arrangement may be limited to Canadian goods and/or services as defined in clause [A3050T](#).

1.5 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.

1.6. Optional Bidders Conference

A Bidders Conference has been set for June 8th, 2017 @ 11:00am - Cedar Grove Community Centre, 7667 14th Avenue, Markham, ON, L6B 1A8. A Parks Canada representative will be on hand to answer any questions you may have.

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>) 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 \(2017-04-27\)](#) Standard Instructions - Request for Supply Arrangements - Goods or Services, are incorporated by reference into and form part of the RFSA.

2.2 Submission of Arrangements

Proposals must be submitted only to Parks Canada, Bid Receiving Unit by the date, time and place indicated on page 1 of the Request for Supply Arrangements. Bidders must ensure that the solicitation number, closing date and time are clearly marked on all envelopes or parcels.

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

**Parks Canada Agency
Bid Receiving Unit- Main Floor
Parks Canada Agency
John Cabot Building,
10 Barter's Hill,
St. John's, NL A1C 6M1
Attn: Colleen Sheehan**

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 5 calendar days before the Request for Supply Arrangements (RFSA) closing date. Enquiries received after that time may not be answered.

Suppliers should reference as accurately as possible the numbered item of the RFSA 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 Ontario.

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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 - ARRANGEMENT PREPARATION INSTRUCTIONS

3.1 Arrangement Preparation Instructions

Canada requests that suppliers provide the arrangement as follows:

Section I: Technical Arrangement (2 copies)

Section II: Financial Arrangement (1 copy)

Section III: Certifications (1 hard copy)

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

Canada requests that Suppliers follow the format instructions described below in the preparation of the arrangement.

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to that of the Request for Supply Arrangements.

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

In the technical arrangement, suppliers should explain and demonstrate how they propose to meet the requirements.

Section II: Financial Arrangement

Suppliers must submit the financial arrangement in accordance with the [Annex D – Areas of Service and Ceiling Pricing](#).

Section III: Certifications

Suppliers must submit the certifications required under Part 5.

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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.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

As per Annex C – Evaluation Criteria

4.1.1.2 Point Rated Technical Criteria

As per Annex C – Evaluation Criteria

4.1.2 Financial Evaluation

4.1.2.1 As per Annex D

4.2 Basis of Selection

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

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.

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5.1.1 Integrity Provisions - Associated Information

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

5.1.2 Commercial General Liability Insurance

The Offeror must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Offeror, if issued a standing offer as a result of the request for standing offer, can be insured in accordance with the Insurance Requirements specified in Annex B of Invitation to Tender document as attached.

If the information is not provided in the offer, the Standing Offer Authority will so inform the Offeror and provide the Offeror with a time frame within which to meet the requirement. Failure to comply with the request of the Standing Offer Authority and meet the requirement within that time period will render the offer non-responsive.

PART 6 - SUPPLY ARRANGEMENT AND RESULTING CONTRACT CLAUSES

A. SUPPLY ARRANGEMENT

6.1 Arrangement

The Supply Arrangement covers the Work described in the Statement of Work at Annex B

6.2 Security Requirements

For certain work in specified areas contractors and all employees working within the specified areas may require a security clearance. If requested, suppliers must provide names of all individuals requiring access to to classified or protected information, assets or sensitive work sites. Any such requirements will be detailed in the specific Invitation to Tender document.

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.

.3.1 General Conditions

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

6.4 Term of Supply Arrangement

6.4.1 Period of the Supply Arrangement

The period for awarding contracts under the Supply Arrangement will be for two years from date of award with an option to renew for two (2) additional one (1) year periods.

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6.5 Authorities

6.5.1 Supply Arrangement Authority

The Supply Arrangement Authority is:

Colleen Sheehan
Advisor, National Contracting Services
Parks Canada Agency
John Cabot Building
St. John's, NL A1C 6M1
Telephone : 709-772-6129
Facsimile : 709-772-3651
Email: colleen.sheehan@pc.gc.ca

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 ** to be completed by contractor******

Representative's Name:		
Title:		
Vendor/ Firm Name:		
Address:		
City:	Province/ Territory:	Postal Code:
Telephone:	Facsimile:	
Email Address:		
Procurement Business Number or Goods and Services Tax Number:		

6.6 Identified Users

The Identified User:
Designated representatives of Parks Canada Agency, Rouge National Urban Park.

6.7 On-going Opportunity for Qualification

A Notice may be posted once a year 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.

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6.8 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 the Supply Arrangement;
- (b) the general conditions 2020 (2016-04-04) General Conditions - Supply Arrangement - Goods or Services
- (c) Annex "A" Solicitation Documents (attached separately)
- (d) Annex "B" Generic Statement of Work
- (e) Annex "C" Evaluation Criteria and Basis of Selection
- (f) Annex "D" **Categories of Work** and Ceiling Pricing
- (g) Annex "E" Supply Arrangement Information and Call up Procedures
- (h) Annex "F" Conditions Precedent to Issuance of a Supply Arrangement
- (i) Annex "G" Attestation Form
- (j) the Supplier's arrangement dated _____ (*insert date of arrangement*) (*if the arrangement was clarified or amended, insert at the time of issuance of the arrangement: "as clarified on _____" or "as amended _____". (Insert date(s) of clarification(s) or amendment(s), if applicable).*

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 Ontario.

B. BID SOLICITATION

1. Bid Solicitation Documents

Canada will use the bid solicitation templates at Annex A.

2. Bid Solicitation Process

2.1 Bids will be solicited for specific requirements within the scope of the Supply Arrangement (SA) from suppliers who have been issued a SA.

2.2 The bid solicitation will be sent directly to suppliers.

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2.3 Contracts resulting from the SA will typically range anywhere between \$5,000 to \$400,000.
(HST included)

C. RESULTING CONTRACT CLAUSES

1. General

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

For any contract to be awarded using:

Parks Canada Work Order for simple low risk projects not exceeding \$25,000

Parks Canada Standard Invitation to Tender for up to \$400,000.00

A copy of the template(s) are attached at Annex A.

Please note: The latest versions of these templates and terms and conditions will be used at time of bid solicitation.

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Annex A

Solicitation Documents (*attached separately see folder: Annex A Solicitation Docs*)

- **Parks Canada Work Order for simple low risk projects not exceeding \$25,000**
- **Parks Canada Standard Invitation to Tender for up to \$400,000.00**

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**ANNEX B
GENERIC STATEMENT OF WORK**

1. Background

Parks Canada is establishing Canada's first national urban park – Rouge National Urban Park – in the heart of the Greater Toronto Area, Canada's largest and most diverse metropolitan region. Once fully established, Rouge National Urban Park (RNUP) will be one of the largest and best protected urban parks of its kind in the world, encompassing 79.1 square kilometres within the cities of Toronto, Markham, Pickering, and the Township of Uxbridge.

The park is comprised of a rich assemblage of natural, cultural, and agricultural landscapes with many remarkable features, including a rich biodiversity with over 1,700 species of plants and animals; some of the last remaining working farms in the Greater Toronto Area; Carolinian forests; Toronto's only campground; one of the region's largest marshes; unspoiled beaches; amazing hiking opportunities; and human history dating back over 10,000 years, including some of Canada's oldest known Indigenous Peoples' sites and villages. RNUP is also home to a National Historic Site of Canada, Bead Hill, an archaeological site comprising the remains of a 17th century Seneca Village. The park is also home to a national historic event, the Toronto Carrying Place trail, an Indigenous travel route linking Lake Ontario in the south to Lake Simcoe to the north.

Rouge National Urban Park's close proximity to Canada's largest city and metropolitan area – and 20 percent of our nation's population – provides Parks Canada with an excellent opportunity to engage current and future generations of stewards to connect with and protect the Rouge for the benefit, education and enjoyment of Canadians now and for countless future generations.

The park protects and presents natural and cultural heritage, promotes a vibrant farming community, and encourages us to discover Canada's national treasured places.

Rouge National Urban Park will have a variety assets including tenanted residential houses, agricultural buildings, visitor/recreational facilities, offices, utilities, signage/plaques, trails, boardwalks, roads, bridges, and culverts. Assets include cultural heritage, contemporary, and reproductions.

2. Objectives

Parks Canada Agency requires the services of General Contractors at Rouge National Urban Park to manage all aspects of a number of "as and when required" multi-discipline renovation projects that may include the construction and renovation of various structures.

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It will also be the responsibility of the general contractor to plan, organize and control the work, health and safety of all tradesmen working on any project under their management.

The majority of projects will be for tenanted residential homes, constructed between the mid 1800's to the early 1970's; however projects may also include work on offices and visitor facilities.

Contracts resulting from the creation of Supply Arrangements (SA's) will include (but will not be limited to) the following trade categories and disciplines: Civil, Water/Wastewater, Municipal Works, Landscaping, Excavation, Backfilling, Compaction, Grading, Mechanical, and Electrical.

3. Scope of Work

The work under the resulting Supply Arrangements comprise the furnishing of all labour, material, tool, and equipment required for the performance of General Contracting Services as required by the Parks Canada Agency – Rouge National Urban Park located within the Greater Toronto Area between Markham and Pickering, ON.

- **Parking Lots, Driveways, Walkways, Bridges, Culverts, Boardwalks, and Trails construction and maintenance including subgrades and finished surfaces in accordance with drawings and specifications to be provided by others.**
- **Landscaping, beautification, and maintenance projects around residential properties and visitor reception areas in accordance with drawings and specifications to be provided by others.**
- **Septic system replacements including septic tanks, septic system pumps, disposal fields and environmental protection requirements as per drawings and specifications to be provided by others.**
- **Environmental abatement, remediation, and management; Restoration**
- **Emergency repairs and temporary fixes/patches.**

3.1 Trade Certifications

The successful General Contractors shall ensure that all personnel performing work in the following trade disciplines are licensed including all subcontractors hired to perform any work on behalf of the General Contractor. The use of registered apprentices will be as directed by the project authority. Vehicle and equipment operators shall have a valid motor vehicle license issued by the Province of Ontario with the appropriate classes of license for the equipment used in the performance of any supply arrangement contract.

General Contractors shall provide copies of certificates and proof of certifications when and if requested by the Project Authority. The General Contractor is not required to be licensed in any of the applicable trades. General Contractors that do not hold any trade certification

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will only perform administrative project implementation activities and tasks that do not require licensed personnel to perform them.

3.2 Supervision

The General Contractors shall provide constant supervision of the work by maintaining a competent foreman onsite, who is authorized to receive in the name of the Contractor, any orders and other communications relative to the work. The foreman must have the ability to read plans and specifications. At the request of the Technical Authority, the Contractor will have to dismiss from the workplace, every person allocated to the work and who, in the opinion of the Technical Authority, is unfit, behaves badly or constitutes a danger for the security.

3.3 Cooperation

The General Contractor and his employees has to cooperate completely with the other contractors or workers sent on the site by the Technical Authority.

3.4 Work Quality

The Contractor must provide his plan of quality and his sub-contractor plan of quality. The Contractor shall perform the activities required for the realization of the work, taking care not to alter the quality of materials.

It is up to the Technical Authority to decide if the work were executed in accordance with the contract and if the workforce, the materials, tools and equipment used were suitable in the execution the aforementioned work.

The Technical Authority can order the execution of additional work and/or he can eliminate or modify any part of the work planned by the contract. The contractor shall use only high quality, new materials and fittings.

3.5 Negligence

When the General Contractor neglects to observe a directive given in due form by the Technical Authority or when he is lacking in any other contractual obligation, the Technical Authority can take the measures which he considers necessary to remedy the negligence. The General Contractor will pay off all the expenses, spending or damages incurred to the Parks Canada Agency as a result of the negligence or afterward, the corrective actions, which result from the aforementioned negligence.

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4. Site Access

The movement of contractor's employees, material and equipment shall be subject in advance to the approval of the Technical Authority or a designated representative. Consideration must be given to protecting natural, cultural, and agricultural resources, and maintaining visitor services and operational requirements of the National Urban Park.

5. Standards

Throughout the various sections and subsections of this specification reference is made to domestic, national and international standards. These standards shall be considered an integral part thereof and shall be read in conjunction with the specification as if they were reproduced herein. The Contractor shall therefore be fully familiar with their contents and requirements. The latest edition of all standards shall be applicable unless a specifically dated edition is mentioned.

When reference is made to certain detailed drawings, catalogues or similar related data as published by equipment suppliers, the Contractor shall be solely responsible for obtaining these from the described sources. The design and product requirements are minimum requirements. In the event of a conflict between standards, the more stringent apply.

The Contractor may propose alternate design or products (equipment and material) that are more commonly used in the region that will be equally or more cost effective or allow for more timely completion, but furnish the same system durability, ease of maintenance and environmental compatibility. The Contractor will be required to submit information as requested by the Technical Authority, or their representative to make a comparison of the proposed alternate. All variations must be approved by the Technical Representative or their representative in writing.

6. Reference to Trade Names

When trade names are used in specifications for specific work they are not necessarily restrictive unless specifically required. The acceptability of materials other than those specified shall be determined by the Technical Authority.

7. Acceptability of Material

The acceptance of materials other than those specified shall be determined by the Technical Authority or a designated representative of in advance of the use by the Contractor.

Requests for substitutions of non-specified materials shall only be considered after Tenders have closed. The contractor is to provide tender submission pricing as per the Tender

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Documents. Should a contractor be successful in his Tender submission, the Technical Authority will consider alternates after Tenders have closed and before the work begins.

The establishment of the proof of equivalence is the responsibility of the Contractor should contain the following:

- 1) Supply the characteristics, the technical specifications and other useful information describing the offered materials and make the comparison with those of the specified materials;
- 2) Supply all the trial results of resistance or behavior required by the Technical Authority;
- 3) Supply any other piece of information, condition maintenance, essay or report required by the Technical Authority.

These materials have to respect the criteria of conformity with the standards in the contract. The Technical Authority will approve or reject the substitutions and will make that decision based on the information supplied by the contractor.

The Contractor is responsible for any delay caused directly or indirectly by these substitutions. The modifications in the other parts of the work required by these substitutions must be executed at the Contractor expense.

Technical Authority reserves the right to cancel any purchase, if irregularities are noticed in the quality and/or the quantity of the supplied materials and/or the delivery deadlines.

8. Use of Premises

At the discretion of the Technical Authority, the contractor may be permitted to store some of its apparatus, materials, etc., at or near the job site. In the absence of permission from the Technical Authority to store equipment, the contractor shall be responsible for the provision of storage facilities which may be required for the storage of its equipment and materials. At all times, the contractor shall confine its equipment, storage of materials and operations of its employees to limits indicated by law, ordinances or the direction of the Technical Authority, and shall not unreasonably encumber the site.

9. Site Visit

Before submitting an Invitation to Tender the Contractor may be instructed to report to the Technical Authority, to acquaint himself with all conditions that may affect his work prior to visiting the project site. Each bidder will be recognized as having visited the work site during the tender period. Therefore, no claim will be submitted course work for visible items and existing or foreseeable problems and difficulties.

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10. Supply and Installation

Unless the word "only" suffixes "supply" or "install" or other variations of these words according to the section wherein they are used, it is the express intent of this document that "supply and install" is implied. This will not apply to work supplied by one section and installed by another.

11. Responsibility

The responsibility for the requirement and work included in these documents, including any portion of the work to be performed by a subcontractor, rests solely with the Contractor.

The responsibility for measurements and quantities rests solely with the Contractor

12. Damage to Existing Facilities

The Contractor shall take all necessary precautions to protect and prevent damage to any structure and all surrounding property and installations.

The Contractor must repair all damages caused on the work site by its operation without delay and at no expense to the Party affected by the damage.

13. Plans and Specifications

The Contractor shall have at all times on the site, a complete, up to date set of specifications for the work being performed.

14. Clean-Up

The Contractor shall perform a daily cleanup of the debris resulting from the work, and all hazardous impediments shall be removed from the site at the end of each work day, to the satisfaction of the Technical Authority. The Contractor have to take all means to control the dust caused by his work. All care must be taken to protect the flooring and furnishings within the properties and drop sheets to be used at all times where necessary.

15. Fire Safety Requirements

- Fire Safety Plan: Contractors and their personnel shall be familiar with this section and its requirements when performing work on any Federal Government Property.

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- Fire Department Briefing: The Construction Project Manager shall co-ordinate arrangements for the Contractor to be briefed on Fire Safety at their pre-work conference by the Technical Authority before any work is commenced.
- Reporting Fires:
 - (1) Know the location of nearest fire alarm box and telephone, including the emergency phone number.
 - (2) Report immediately all fire incidents to the Fire Department as follows:
 - (a) Activate nearest fire alarm box, or
 - (b) Telephone 911
 - (c) Person activating fire alarm shall exit building and remain in area to direct Fire Department to scene of fire, and provide other details as required.
 - (d) When reporting a fire by telephone, give location of fire, name or number of building and be prepared to verify the location.
- Interior and Exterior Fire Protection and Alarm Systems:
 - (1) Fire protection and alarm systems shall not be: obstructed, shut off, or left inactive at the end of a working day or shift without notification and authorization from the Technical Authority or his representative.
 - (2) Fire hydrants, standpipes and hose systems shall not be used for other than firefighting purposes unless authorized by the Technical Authority.
 - Fire Extinguishers: The Contractor shall supply fire extinguishers, as scaled by the Technical Authority, necessary to protect, in an emergency, the work in progress and the Contractors physical plant site.
 - Blockage of Roadways: The Technical Authority shall be advised of any work that would impede fire apparatus response. This includes violation of minimum overhead clearance, as prescribed by the Technical Authority, erecting of barricades and the digging of trenches.
 - Smoking Precautions: Smoking is not permitted in any base building or facility.
 - Rubbish and Waste Materials:
 - (1) Rubbish and waste materials are to be kept to a minimum.
 - (2) The burning of rubbish is prohibited.
 - (3) Removal: All rubbish shall be removed from the work site at the end of the work day or shift or as directed.
 - (4) Storage: Extreme care is required where it is necessary to store oily waste in work areas to ensure maximum possible cleanliness and safety. Greasy or oily rags or materials subject to spontaneous combustion shall be deposited and kept in an approved receptacle and removed as required in 14.h.3.
 - Flammable Liquids:
 - (1) The handling, storage and use of flammable liquids are to be governed by the current National Fire Code of Canada.
 - (2) Flammable liquids such as gasoline, kerosene and naphtha may be kept for ready use in quantities not exceeding 45 litres provided they are stored in approved safety cans bearing

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the Underwriters' Laboratory of Canada or Factory Mutual seal of approval. Storage of quantities of flammable liquids exceeding 45 litres for work purposes requires the permission of the Technical Authority.

(3) Transfer of flammable liquids is prohibited within buildings or on jetties.

(4) Transfer of flammable liquids shall not be carried out in the vicinity of open flames or any type of heat-producing devices.

(5) Flammable liquids having a flash point below 38°C such as naphtha or gasoline shall not be used as solvents or cleaning agents.

(6) Flammable waste liquids, for disposal, shall be stored in approved containers located in a safe, ventilated area. Quantities are to be kept to a minimum and the Fire Department is to be notified when disposal is required.

- Hazardous Substances:

(1) If the work entails the use of any toxic or hazardous materials, chemicals, and/or explosives, or otherwise creates a hazard to life, safety or health, work shall be in accordance with the National Fire Code of Canada.

(2) The Technical Authority is to be advised, and "Hot Work" permit issued in all cases involving welding, burning or the use of blow torches and salamanders, in buildings or facilities. Special precautions are necessary to safeguard life and property from damage by fire or explosives.

(3) Wherever work is being carried out in dangerous or hazardous areas involving the use of heat, fire watchers, equipped with sufficient fire extinguishers shall be provided. The determination of dangerous or hazardous areas along with the level of precaution necessary for Fire Watch shall be at the discretion of the Technical Authority. Contractors are responsible for their work on a scale established and in conjunction with the Technical Authority at the pre-work conference.

(4) Where flammable liquids, such as lacquers or urethanes are to be used proper ventilation shall be assured and all sources of ignition are to be eliminated. The Technical Authority is to be informed prior to and at the cessation of such work.

- Questions and/or Clarification: Any questions or clarification on Fire Safety in addition to the above requirements shall be directed to and cleared through the Technical Authority.

16. Safety and Security

- All work will be done in compliance with construction safety measures of the National Building Code of Canada, Occupational Health and Safety Act, Canada Labour Code and Applicable Parks Canada Agency Safety Regulations, the more stringent shall apply.

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- Open trenches or excavations will not permitted overnight unless the area is made secure with clearly visible fencing and lighting.
- The Contractor is the only responsible for the safety and security on the construction site, for the adequate protection of the workers, for the safety of the staff and the public, for the protection of materials and equipment as well as for the preservation in good condition of the project in the course of execution.
- The Contractor has to supply any time and at his expenses:
 - A sufficient number of fences, barriers, posters, guards and others to assure this security;
 - The necessary conveniences for the execution of the works, as the heating, the lighting, the ventilation and others.
- The Contractor has to make all that is needed to assure an adequate prevention regarding health and regarding safety on the work site, within the framework of the laws and the current regulations.
- The Contractor has to define and implement prevention measures regarding health and safety in the work, within the framework of the laws and current regulations in particular:
 - The works in closed space: for that purpose, the Contractor has to plan and include all the elements to insure the safety of the employees for the works in closed space, concerning the ventilation, the dusts, the vapors of solvent and any other material which can jeopardize health and safety or damage the works. The Contractor must plan a meeting with the representative of the manufacturer before beginning the works. As well as the Technical Authority or of his representative during the verification surveys of the works. These measures will have to be in accordance with the current laws and regulations;
 - The regulations adopted under the Law on the industrial and commercial concerns;
 - The regulation adopted under the Law of the protection of the public health;
 - The regulations adopted under the Law on the quality of the environment;
 - The regulation on the services of the first aids adopted under the Law on occupational accidents;
 - Any adopted regulation or which will be adopted under the Law on the health and the safety of the work of Ontario or which will apply to the construction site. A particular attention must be brought to the work in a confined space.

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- The Contractor has to establish a program of prevention developed together with the subcontractors, if necessary. To this end, he formulates the general requirements likely to clarify basic rules, organization of the prevention on the construction site as well as the measures of supervision and control. Every subcontractor has to, in association with the Contractor, establish specific measures of prevention, taking into account works to be made and particular working methods. These specific measures come to complete the program of prevention of the Contractor and to become integrated into it to constitute the basis of the prevention on the building site.
- Before beginning the work, the Contractor must provide certification of confined space training for all workers who will be entering or conducting work in a confined space on the construction site.
- The workers must wear Personal Protective Equipment as required such as safety hat, safety boots and glasses, breathing apparatus, dust masks, safety harness, etc.
- The Contractor must restrict and/or assure the safe passage of the public in and around the work site.

17. WHMIS

Comply with requirements of Workplace Hazardous Materials Information System (WHMIS) regarding use, handling, storage, and disposal of hazardous materials; and regarding labelling and provision of material safety data sheets acceptable to Labour Canada and Health and Welfare Canada.

Deliver copies of WHMIS data sheets to Technical Authority on delivery of materials. Keep copies of Material Safety Data sheets for all hazardous materials on site and make available to anyone "working with" and/or "in proximity to" the hazardous material.

18. Non-Compliance with Regulations

In the event contract personnel are found to be in non-compliance with the health and safety regulations while on Parks Canada property, the following action will be taken by the Site General Safety Officer and/or designated officials:

- (1) First Incident; supervisor will be told to remove person from Parks Canada property until the next work day.
- (2) Second Incident; person will no longer be permitted on Parks Canada property for the duration of that project.

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The incidents noted above need not be a repeat of a previous occurrence, but may take the form of unrelated instances of non-compliance with the health and safety regulations by the same individual.

In circumstances where repetition of incidents indicates a lack of adherence to the health and safety regulations by the supervisor, the contractor will be instructed to remove the supervisor from the property.

Should the contractor be responsible for a delay in the progress of the work due to an infraction of the legislated requirements, or the safety requirements, the contractor will, at its own expense, work such overtime, acquire and use manpower and/or equipment for the execution of the contract work, as deemed to be necessary, in the opinion of the Technical Authority, to avoid delay in the final completion of the work or any operations thereof.

19. Application of Variance

Contractors and Subcontractor may request a variance, in unusual circumstances, whenever regulations are considered contributory rather than preventive in nature to achieving the aims of our safety program. The decision to approve/disapprove the variance will be made by the Technical Authority and will be binding.

Variations to Parks Canada safety regulations can only be approved or disapproved whenever the Parks Canada regulations are more stringent than the minimum requirements.

20. Public Utilities

In planning for any excavation, the Contractor shall inform the Technical Authority and must contact ON1Call to conduct utility locates before digging.

It is the responsibility of the Contractor to locate all underground utilities such as gas, electrical, water, sewer, etc., before starting the work.

During the excavation, if public utility poles and their anchorages are to be disturbed, the owner of the utility and Parks Canada must be notified prior to commencing the work and the Contractor shall submit his proposed work method to the Technical Authority for approval.

21. Environmental Protection

- Parks Canada has an environmental impact analysis (EIA) process to fulfill its requirements as a federal land manager under the Canadian Environmental Assessment

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Act, 2012, as well as its legal and mandated obligations to protect the natural, cultural and agricultural heritage in Rouge National Urban Park..

- The EIA process incorporates federal legislative requirements including the Migratory Birds Convention Act, Fisheries Act, Navigation Protection Act, Rouge National Urban Park Act and Species at Risk Act and takes into account the protection of natural, cultural and agricultural resources and visitor experience values
- All work must be performed in accordance with the Rouge National Urban Park Act and all applicable statutes, laws and regulations in force at the time. The Contractor will be required to adhere to all conditions and mitigation measures contained within the Environmental Impact Analysis (EIA) specific to each project.

22. Cultural Resource Management

Parks Canada has adopted the *Standards and Guidelines for Conservation of Historic Places in Canada* as a key tool to support the sustainable conservation of cultural resources at protected heritage places it administers. Cultural Resources include archeological sites, landscapes, buildings, and engineering works.

Should the Contractor encounter an archeological site or potential archeological site during the construction period of this contract, it shall immediately stop all work activities. The Contractor shall then notify the Technical Authority (TA); identify the area, and discontinue work in that area until given approval from the TA to continue work activities.

Should an Environmental Impact Analysis (EIA) not be required for a specific project and works have the potential to impact a Cultural Resource, a Cultural Resource Impact Analysis (CRIA) will be performed. The Contractor will be required to adhere to all conditions and mitigation measures contained within the CRIA specific to each project.

23. Hazardous Materials

Should the Contractor encounter asbestos or other hazardous materials during the construction period of this contract, it shall immediately stop all work activities in the area where the hazardous material is discovered.

The Contractor shall then notify the Technical Authority (TA); identify the area of danger, and discontinue work in that area until given approval from the TA to continue work activities.

Hazardous materials are considered to be asbestos, explosive devices, toxic waste, or other material hazardous to health and safety. The Contractor shall secure the area from daily traffic until it is safe to resume normal activities.

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24. Warranty

Labor Warranty: Contractor shall provide Standard Labor Warranty for completed work materials for 12 (twelve) months from the Project Completion Date. Contractors shall transfer applicable manufacturer's warranty in full for the supplied materials, especially, on new installations.

25. Performance Period

Upon receipt of written Notice to Proceed or Contract Award, the Contractor shall begin work and complete the entire scope of work, including final inspection and project acceptance within the agreed upon schedule described in the Supply Arrangement Call-Up or agreed to at initiation of the project. No deviation from this schedule shall be permitted except as otherwise provided for in this Statement of Work or through written correspondence from the Technical Authority.

Failure to complete work within the scheduled period shall be grounds for damages and/or termination for cause as provided for in the terms of reference for the Contractor's Request for Supply Arrangement.

26. Time Extensions For Unusually Severe Weather

It is the responsibility of the Contractor to anticipate the possibility of severe weather and to plan its work accordingly. The parties anticipate that there will be lost days each month due to severe weather.

If more than work days are lost due to severe weather that was anticipated, the Contractor shall contact the Technical Authority at the end of each month and request a day-for-day severe weather extension of the performance period of this contract. If the Technical Authority determines that a severe weather extension should be granted based upon the Contractor's request, they shall issue a written modification to the agreed upon schedule.

No damages shall be assessed against the Contractor for days of lost work for which a severe weather extension is granted.

27. Traffic Control

Contractor is responsible to ensure that nearby roads remain open to pedestrian and vehicular traffic during construction. The Contractor shall submit a plan for maintaining traffic flow during construction at a pre-construction meeting, if applicable.

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Barricades shall be required whenever safe public access to paved areas such as roads or parking areas is prevented by construction activities or as otherwise necessary to ensure the safety of both pedestrian and vehicular traffic. Barricades shall be securely placed, clearly visible with adequate illumination to provide reasonable visual warning of the hazard during both day and night.

It is recommended that persons working on roadways or providing traffic control be issued reflective safety vests to enhance personal safety. Travel to and from the project site shall be restricted to a route approved by the Technical Authority.

28. Official Language

All the communication will be in English

29. Resources Available from Parks Canada

Drawings and/or Specifications to be provided on a project by project basis.

30. Deliverables

31. Responsibilities

Parks Canada

- Manage the contract; Organize and schedule all project and/or site meetings.
- Conduct field review and contract administration where there is no consultant involved.
- Environmental site surveillance
- Coordinate with Property Manager, and provide site access when required.

Contractor

- Meet with Parks Canada Agency (PCA) project team as per Call-Out
- Perform the work as described in the scope of work provided and/or instructed.
- Notify PCA of any issues or unforeseen hazards during the course of the project.
- Contact PCA for site access permissions when required.

32. Schedule

- Work on job sites will normally be carried out between the hours of 08h00 and 16h30, Monday to Friday, unless authorized otherwise by the Technical Authority. The Contractor has to inform the Technical Authority at least 48 hours before the beginning of the works outside the regular schedule.
- The Contractor shall arrange his work in such a manner as to cause the least inconvenience to the building site occupants and Parks Canada operations including

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visitor access to facilities and trails. Take into account operational stability which include minimizing impacts on regular site operation and visitors during project implementation. This shall include, but not limited to strategic work scheduling, maintaining site access, limiting noise and other invasive activities.

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ANNEX “C”

EVALUATION CRITERIA AND BASIS OF SELECTION

1. It is the intention of the Crown to evaluate this requirement as follows:

Each bid will be examined to determine that it meets the Mandatory Requirements detailed at section 2. Bids which fail to meet any of the Mandatory Requirements will be given no further consideration and will be considered non-compliant. Bids meeting the Mandatory Requirements will be further evaluated as per section 3 – Rated Criteria.

2. MANDATORY CRITERIA

	Mandatory Requirement	Compliant	
		Yes	No
M1	The Bidder must submit a company profile, resumes of key staff, and a listing of possible sub-trades (where applicable) for the Supply Arrangement. Resumes to include name, education, key qualifications/trade certifications, and experience summary.		
M2	Contractors must have a minimum of five (5) years experience working with tenanted occupied buildings. Bidders must provide Three (3) sample projects completed within the last 5 years for the categories outlined in ANNEX “D” – CATEGORIES OF WORK AND CEILING PRICING. A minimum of two of the sample projects must be for occupied spaces such as residential buildings, homes, or office space.		

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3. RATED CRITERIA

To be considered valid, a bid must have met all mandatory requirements described above and achieve a **minimum of 70% for each criterion**. Bidders must provide detailed information addressing each of the evaluation criteria subject to a point rating as set out in below. Criteria not addressed will be given a score of 0.

	Rated Requirement	Max Score	Min Score
R1	<p>Further evaluation of M2. -</p> <ul style="list-style-type: none"> Each sample project to include the category, brief description of the scope of work, pictures, budget, schedule, client, and reference (name, title, company, e-mail address, and telephone number). <p>Maximum points: 30 points – 10 per project.</p> <ul style="list-style-type: none"> Client, Reference, Budget, and Schedule; 2 points per project (up to 6 total) Description of Scope of Work; 3 points per project (up to 9 total) Pictures; 3 points per project (up to 9 total) Relevance of sample project in relation to Supply Arrangement ; 2 points per project (up to 6 total) 	30	21
	TOTAL	30	21

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ANNEX “D” – CATEGORIES OF WORK AND CEILING PRICING

Ceiling Pricing

The ceiling prices shall be the maximum pricing that the Contractor will charge for the duration of the Supply Arrangement. This pricing doesn't preclude the Contractor from using lower rates in the quotations that they provide in response to the ITTs issued under this Supply Arrangement.

Call-Out Rate: is an all-inclusive rate which includes but, is not limited to, transportation and/or traveling expenses for equipment and personnel (to and from work locations) and first hour of on-site productive labour during regular working hours from 7:30 a.m. to 5:00 p.m. local time from Monday to Friday, excluding Statutory Holidays. Call-Out Rates will not apply if the crew is already on-site for other work.

Hourly Labour Rate: is an all-inclusive rate for the provision of on-site productive labour during regular working hours from 7:30 a.m. to 5:00 p.m. local time from Monday to Friday, excluding Statutory Holidays.

Categories of Work	Value of Projects that Contractors wish to be invited on for the categories specified. (please indicate with X all Categories and \$ value of interest to you)			Contract Period Ceiling Prices		Year #1 Option Ceiling Prices		Year #2 Option Ceiling Prices	
	up to \$25,000	\$25,001 to \$99,000.00	\$100,000.00 To \$400,000	Call-Out	Hourly Labour	Call-Out	Hourly Labour	Call-Out	Hourly Labour
Civil Works including Roads, Parking Lots, Driveways, Grounds, and Landscaping.				\$	\$	\$	\$	\$	\$
Septic Systems				\$	\$	\$	\$	\$	\$

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Categories of Work:

- Civil Works including Roads, Parking Lots, Driveways, Grounds, and Landscaping
 - Construction and maintenance of parking lots, driveways, bridges, culverts, boardwalks, and trails.
 - Landscaping, beautification, and maintenance projects around residential properties and visitor reception areas.
 - Environmental abatement, remediation, and management; Restoration.
- Septic Systems
 - Septic system replacements including septic tanks, septic system pumps, disposal fields and environmental protection requirements.

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CALL-OUT RATES FOR SERVICE AFTER REGULAR HOURS: CONTRACT PERIOD

Call-out Rates for Service Calls between 5:01 p.m. And 7:29 a.m. Monday to Friday, on Statutory Holidays and Weekends to be added to above ceiling prices for regular hours

Call-Out Rate \$ _____ Hourly Labour Rate \$ _____

Parts, Materials and Labor

Mark-up above the laid down cost on Parts, Materials and Sub-contracted labor shall not exceed

_____ % inclusive

CALL-OUT RATES FOR SERVICE AFTER REGULAR HOURS: OPTION YEAR 1

Call-out Rates for Service Calls between 5:01 p.m. And 7:29 a.m. Monday to Friday, on Statutory Holidays and Weekends to be added to above ceiling prices for regular hours

Call-Out Rate \$ _____ Hourly Labour Rate \$ _____

Parts, Materials and Labor

Mark-up above the laid down cost on Parts, Materials and Sub-contracted labor shall not exceed

_____ % inclusive

CALL-OUT RATES FOR SERVICE AFTER REGULAR HOURS: OPTION YEAR 2

Call-out Rates for Service Calls between 5:01 p.m. And 7:29 a.m. Monday to Friday, on Statutory Holidays and Weekends to be added to above ceiling prices for regular hours

Call-Out Rate \$ _____ Hourly Labour Rate \$ _____

Parts, Materials and Labor

Mark-up above the laid down cost on Parts, Materials and Sub-contracted labor shall not exceed

_____ % inclusive

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ANNEX "E", 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 Construction Service 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 Annex "F" 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 (ITT), for Not Quoting, Submitting High Prices Or Unreasonable Delivery

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For each incident reported in writing by the PA/TA to the Supply Arrangement Authority regarding the Contractor not responding to Invitation to Tender (ITT) 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.

The Parks Canada representative will issue a "Invitation to Tender" (ITT) to SA Holders who must submit their tenders according to the instructions in each ITT. The tenders will be evaluated by client, according to the method stated in the ITT. The successful bidder will be awarded a contract (Call-up).

Each call-up 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 Centres 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. This list will be maintained by the Contracting Authority. It will be the responsibility of the Designated Representatives, to contact the Contracting Authority prior to the solicitation of bids. The Contracting Authority will advise the Departmental Representative which firm/firms are next on the list to receive an Invitation to Tender.

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. Parks Canada shall contact at least one SA Holder by issuing a bid solicitation in the form of a "Invitation to Tender" (ITT).

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 ITT using a Rotational Basis, based on the list established under 3.1.

3.4 For all requirements with an estimated value greater than \$100,001.00,

All SA Holders must be sent an ITT, based on the list established under paragraph 3.1.

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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 ITT on the Government Electronic Tendering Service (GETS).

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ANNEX "F" CONDITIONS PRECEDENT TO ISSUANCE OF A SUPPLY ARRANGEMENT

The certifications and information should normally be submitted with the bid, but may be provided afterwards. Canada may declare a bid non-compliant if the certifications and information are not submitted or completed when requested. Where Canada intends to reject a bid pursuant to this paragraph, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-compliant. Compliance with the certifications the Bidder provides to Canada is subject to verification by Canada during the bid evaluation period (prior to Supply Arrangement issuance) and after Supply Arrangement issuance. The Contracting Authority will have the right to ask for additional information to verify the Bidder's compliance with the applicable certifications before issuance of a Supply Arrangement. The bid will be declared non-compliant if it is determined that any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Any failure to comply with the certifications or to comply with the request of the Contracting Authority for additional information will also render the bid non-compliant. In order to be considered for issuance of a Supply Arrangement, the Bidder whose Bid is technically compliant, must meet the following conditions:

1. Workers Compensation

The Bidder must have an account in good standing with the applicable provincial or territorial Workers Compensation Board. The Bidder must provide, when requested, a certificate or letter from the applicable Workers Compensation Board confirming the Bidder's good standing account.

2. Canadian Content Certification

This procurement is limited to Canadian goods and Canadian services. Bidders should submit this certification completed with their arrangement. If the certification is not completed and or submitted with the arrangement, the Supply Arrangement Authority will so inform the Contractor and provide the Contractor with a time frame within which to submit this completed certification. Failure to comply with the request of the Supply Arrangement Authority and submit the completed certification will render the arrangement non-responsive. The Contractor certifies that a minimum of 80 percent of the total arrangement price consists of Canadian goods and Canadian services as defined in paragraph 5 of clause A3050T.

Annex 7.8 of the *Supply Manual* (http://www.pwgsc.gc.ca/acquisitions/text/sm/chapter07-e.html#annex_7.8) shows how Canadian content is determined for a mix of goods, a mix of services or a mix of goods and services.

Signature

Date

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3. Federal Contractors Program for Employment Equity - \$200,000 or more

The Federal Contractors Program for Employment Equity (FCP-EE) requires that some suppliers bidding for federal government contracts, valued at \$200,000 or more (including all applicable taxes), make a formal commitment to implement employment equity. This is a condition precedent to contract award. If the Bidder is subject to the FCP-EE, evidence of its commitment must be provided before the award of the Contract.

Suppliers who have been declared ineligible Contractors by Human Resources and Social Development Canada (HRSDC) are no longer eligible to receive government contracts over the threshold for solicitation of bids as set out in the Government Contract Regulations. Suppliers may be declared ineligible Contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP-EE for a reason other than the reduction of their workforce. Any bid from ineligible Contractors will be declared non-responsive.

If the Bidder does not fall within the exceptions enumerated in 3.(a) or (b) below, or does not have a valid certificate number confirming its adherence to the FCP-EE, the Bidder must fax (819-953-8768) a copy of the signed form LAB 1168, Certificate of Commitment to Implement Employment Equity, to the Labour Branch of HRSDC. The form can be found on the following Service Canada Website: <http://www1.servicecanada.gc.ca/cgi-bin/search/eforms/index.cgi?app=profile&form=lab1168&dept=sc&lang=e>.

The Bidder certifies its status with the FCP-EE, as follows:

The Bidder

- (a) () is not subject to the FCP-EE, having a workforce of less than 100 permanent full or part-time employees in Canada,
- (b) () is not subject to the FCP-EE, being a regulated employer under the Employment Equity Act, S.C. 1995, c. 44;
- (c) () is subject to the requirements of the FCP-EE, having a workforce of 100 or more permanent full or part-time employees in Canada, but has not previously obtained a certificate number from HRSDC, (having not bid on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is attached;
- (d) () is subject to the FCP-EE, and has a valid certificate number as follows:
_____ (e.g. has not been declared ineligible Contractor by HRSDC).

Further information on the FCP-EE is available on the following HRSDC Website:
<http://www.hrsdc.gc.ca/en/gateways/topics/wzp-gxr.shtml>.

Signature of authorized representative: _____

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4. Former Public Servant

Contracts with 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 with FPS, bidders must provide the information required below.

Definitions

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

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

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

"pension" means, a pension or annual allowance paid under the *Public Service Superannuation Act* (PSSA), R.S., 1985, c.P-36, and any increases paid pursuant to the *Supplementary Retirement Benefits Act*, R.S., 1985, c.S-24 as it affects the PSSA. It does not include pensions payable pursuant to the *Canadian Forces Superannuation Act*, R.S., 1985, c.C-17, the *Defence Services Pension Continuation Act*, 1970, c.D-3, the *Royal Canadian Mounted Police Pension Continuation Act*, 1970, c.R-10, and the *Royal Canadian Mounted Police Superannuation Act*, R.S., 1985, c.R-11, the *Members of Parliament Retiring Allowances Act*, R.S., 1985, c.M-5, and that portion of pension payable to the *Canada Pension Plan Act*, R.S., 1985, c.C-8.

Former Public Servant in Receipt of a Pension

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

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

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

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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 Reduction Program

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? **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 reduction 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.

By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

Signature

Date

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ANNEX "G"

**Attestation and Proof of Compliance with Occupational Health and Safety (OHS)
Submission of this completed form, satisfactory to Parks Canada, is a condition of
gaining access to the work place.**

Instructions:

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

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

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

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

Location of Work
General Description of Work to be Completed

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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 _____