



## RETURN BIDS TO:

## RETOURNER LES SOUMISSIONS À:

Bid Receiving Public Works and Government  
Services Canada/Réception des soumissions  
Travaux publics et Services gouvernementaux  
Canada

Cabot Place, Phase II, 2nd Floor

Box 4600

St. John's, NL

A1C 5T2

Bid Fax: (709) 772-4603

## REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

### Proposal To: Public Works and Government Services Canada

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

### Proposition aux: Travaux Publics et Services Gouvernementaux Canada

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

### Comments - Commentaires

### Vendor/Firm Name and Address

### Raison sociale et adresse du

### fournisseur/de l'entrepreneur

### Issuing Office - Bureau de distribution

PWGSC / TPGSC - Nfld. Region

Cabot Place, Phase II, 2nd Floor

Box 4600

St. John's, NL

A1C 5T2

<b>Title - Sujet</b> Road Salt - Parks Canada	
<b>Solicitation No. - N° de l'invitation</b> 5P114-170232/A	<b>Date</b> 2017-07-27
<b>Client Reference No. - N° de référence du client</b> 5P114-170232	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$X AQ-025-6886	
<b>File No. - N° de dossier</b> X AQ-7-40067 (025)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2017-08-15</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Newfoundland Daylight Saving Time NDT
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Hoskins, Nicole	<b>Buyer Id - Id de l'acheteur</b> xaq025
<b>Telephone No. - N° de téléphone</b> (709) 772-8192 ( )	<b>FAX No. - N° de FAX</b> (709) 772-4603
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> PARKS CANADA P.O.BOX 130 ROCKY HARBOUR Newfoundland and Labrador A0K4N0 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

<b>Delivery Required - Livraison exigée</b> See Herein	<b>Delivery Offered - Livraison proposée</b>
<b>Vendor/Firm Name and Address</b> <b>Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
<b>Telephone No. - N° de téléphone</b> <b>Facsimile No. - N° de télécopieur</b>	
<b>Name and title of person authorized to sign on behalf of Vendor/Firm</b> <b>(type or print)</b> <b>Nom et titre de la personne autorisée à signer au nom du fournisseur/</b> <b>de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Security Requirements**

There is no security requirement associated with this solicitation or the subsequent contract.

### **1.2 Requirement**

Public Services and Procurement Canada (PSPC) has a requirement, on behalf of Parks Canada, for the provision of winter road salt for Gros Morne National Park.

This contract will consist of the supply and delivery of sodium chloride for use as a road de-icer for the 2017-2018 winter season. There are two (2) locations for delivery: Rocky Harbour, NL (2,600 metric tonnes) and Glenburnie, NL (1,800 metric tonnes).

Sodium chloride delivered to the Parks Canada salt shed depots must remain in a free flowing and useable condition for at least sixty (60) days from the date of delivery. The road salt must be delivered to all locations by 1 October 2017. Please see Annex "A" for the required specifications.

### **1.3 Debriefings**

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within fifteen (15) working days from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

### **1.4 Trade Agreements**

The requirement is subject to the Canadian Free Trade Agreement (CFTA).

### **1.5 Canadian Content**

The requirement is subject to a preference for Canadian goods and/or services.

Subject to the evaluation procedures contained in the bid solicitation, bidders acknowledge that only bids with a certification that the item(s) offered are Canadian goods, as defined in clause A3050T, may be considered.

Failure to provide this certification completed with the bid will result in the item(s) offered being treated as non-Canadian goods.

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## PART 2 - BIDDER INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The 2003 (2017-04-27) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

### 2.2 Submission of Bids

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

### 2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

### 2.4 Applicable Laws

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

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

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### PART 3 - BID PREPARATION INSTRUCTIONS

#### 3.1 Bid Preparation Instructions

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

Section I: Technical Bid

Section II: Financial Bid

Section III: Certifications

**Please return this RFP document with your bid, fully completed and signed where required.**

Prices must appear in the financial bid only, located in Annex "B" – Basis of Payment. No prices must be indicated in any other section of the bid.

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

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

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

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

#### **Section I: Technical Bid**

In their technical bid, Bidders should explain and demonstrate how they propose to meet the requirements, as per the mandatory technical criteria outlined in the Specification attached as Annex "A."

#### **Section II: Financial Bid**

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

#### **Section III: Certifications**

Bidders must submit the certifications and additional information required under Part 5.

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## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.
- (c) The evaluation team will determine first if there are two or more bids with a valid Canadian Content certification. In that event, the evaluation process will be limited to the bids with the certification; otherwise, all bids will be evaluated. If some of the bids with a valid certification are declared non-responsive, or are withdrawn, and less than two responsive bids with a valid certification remain, the evaluation will continue among those bids with a valid certification. If all bids with a valid certification are subsequently declared non-responsive, or are withdrawn, then all the other bids received will be evaluated.

#### 4.1.1 Technical Evaluation

##### 4.1.1.1 Mandatory Technical Criteria (must be completed by the Bidder)

To be deemed responsive, Bidders **must** demonstrate that they meet the criteria outlined in the Specification attached at Annex "A."

**Please check (✓) accordingly:**

Meets **all** requirements and conditions stated in Annex "A" – Specification

MET \_\_\_\_\_ NOT MET \_\_\_\_\_

#### 4.1.2 Financial Evaluation

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

### 4.2 Basis of Selection

#### 4.2.1 Basis of Selection – Mandatory Technical Criteria

*SACC Manual* Clause A0031T (2010-08-16), Basis of Selection – Mandatory Technical Criteria

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## PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

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

### 5.1 Certifications Required with the Bid

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

#### 5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

#### 5.1.2 Additional Certifications Required with the Bid

##### 5.1.2.1 Canadian Content Certification

This procurement is conditionally limited to Canadian goods.

Subject to the evaluation procedures contained in the bid solicitation, bidders acknowledge that only bids with a certification that the good(s) offered are Canadian goods, as defined in clause A3050T, may be considered.

Failure to provide this certification completed with the bid will result in the good(s) offered being treated as non-Canadian goods.

#### **The Bidder certifies that:**

- ( ) **a minimum of 80 percent of the total bid price consist of Canadian goods as defined in paragraph 1 of clause A3050T.**

For more information on how to determine the Canadian content for a mix of goods, a mix of services or a mix of goods and services, consult Annex 3.6.(9), Example 2, of the *Supply Manual*.

##### 5.1.2.1.1 *SACC Manual* clause A3050T (2014-11-27) Canadian Content Definition

### 5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the bid non-responsive.

### 5.2.1 Integrity Provisions – Required Documentation

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

### 5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969) website ([http://www.esdc.gc.ca/en/jobs/workplace/human\\_rights/employment\\_equity/federal\\_contractor\\_program.page?&\\_ga=1.229006812.1158694905.1413548969](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969)).

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



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## PART 6 - RESULTING CONTRACT CLAUSES

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

### 6.1 Security Requirements

6.1.1 There is no security requirement applicable to the Contract.

### 6.2 Requirement

The Contractor must provide the item as detailed in Annex "A."

### 6.3 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

#### 6.3.1 General Conditions

2010A (2016-04-04), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

### 6.4 Term of Contract

#### 6.4.1 Period of the Contract

The period of the contract will be from the date of award to 30 April 2018.

#### 6.4.2 Delivery Date

All the deliverables are requested on or before 1 October 2017.

#### 6.4.3 Optional Goods and/or Services

The Contractor grants to Canada the irrevocable option to acquire the additional goods, services or both described at Annex "A" of the Contract under the same conditions and at the prices and/or rates stated in the Contract. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

The Contracting Authority may exercise the option at any time before the expiry of the Contract by sending a written notice to the Contractor.

#### 6.4.4 Delivery Points

Delivery of the requirement will be made to Parks Canada in Rocky Harbour and Glenburnie, NL.

### 6.5 Authorities

#### 6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Solicitation No. - N° de l'invitation  
5P114-170232/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur  
xaq025

Client Ref. No. - N° de réf. du client  
5P114-170232

File No. - N° du dossier  
XAQ-7-40067

CCC No./N° CCC - FMS No./N° VME

Nikki Hoskins  
Supply Specialist  
Public Works and Government Services Canada  
Acquisitions Branch  
7<sup>th</sup> Floor, John Cabot Building  
St. John's, NL A1C 5T2

Telephone: (709) 772-8192  
Facsimile: (709) 772-4603  
E-mail address: [Nicole.Hoskins@pwgsc-tpsgc.gc.ca](mailto:Nicole.Hoskins@pwgsc-tpsgc.gc.ca)

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

#### **6.5.2 Project Authority (to be completed upon contract award)**

The Project Authority for the Contract is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_

Telephone: \_\_\_\_ \_\_\_\_ \_\_\_\_  
Facsimile: \_\_\_\_ \_\_\_\_ \_\_\_\_  
E-mail address: \_\_\_\_\_

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority, however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

#### **6.5.3 Contractor's Representative (to be completed by the Contractor)**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_

Telephone: \_\_\_\_ \_\_\_\_ \_\_\_\_  
Facsimile: \_\_\_\_ \_\_\_\_ \_\_\_\_  
E-mail address: \_\_\_\_\_

### **6.6 Payment**

#### **6.6.1 Basis of Payment**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price, as specified in Annex "B" – Basis of Payment, for a cost of

\$\_\_\_\_\_ (insert the amount at contract award). Customs duties are included and Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

#### **6.6.2 Limitation of Price**

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

#### **6.6.3 Single Payment**

*SACC Manual* clause H1000C (2008-05-12), Single Payment

### **6.7 Invoicing Instructions**

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

Invoices must be distributed as follows:

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

### **6.8 Certifications and Additional Information**

#### **6.8.1 Compliance**

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

#### **6.8.2 SACC Manual Clauses**

*SACC Manual* clause A3060C (2008-05-12), Canadian Content Certification

### **6.9 Applicable Laws**

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

### **6.10 Priority of Documents**

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

- (a) the Articles of Agreement;
- (b) the general conditions 2010A (2016-04-04), General Conditions – Goods (Medium Complexity);
- (c) Annex "A" – Specification;
- (d) Annex "B" – Basis of Payment;

Solicitation No. - N° de l'invitation  
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Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur  
xaq025

Client Ref. No. - N° de réf. du client  
5P114-170232

File No. - N° du dossier  
XAQ-7-40067

CCC No./N° CCC - FMS No./N° VME

- 
- (e) the Contractor's bid dated \_\_\_\_\_ (*insert date of bid*) (*If the bid was clarified or amended, insert at the time of contract award: “, as clarified on \_\_\_\_\_” or “, as amended on \_\_\_\_\_” and insert date(s) of clarification(s) or amendment(s).*

#### **6.11 SACC Manual Clauses**

*SACC Manual* clause A9068C (2010-01-11), Government Site Regulations.

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**ANNEX "A" – SPECIFICATION  
WINTER SALT 2017-2018**

**SPECIFICATIONS FOR WINTER SALT (SODIUM CHLORIDE)**

1. This specification covers the requirements for supply, delivery and acceptance of sodium chloride for use as a road deicer. Deliver to salt shed depots in Rocky Harbour and Glenburnie respectively.
2. The sodium chloride shall conform to ASTM Specification D632-72, Type I, Grade I. The sodium chloride shall contain not more than 3/4 of 1% water by weight and shall be free flowing and usable when delivered to designated storage locations. An anti-caking additive consisting of Prussian Blue or Yellow Prussiate of soda or both in the total to the proportion of 100 p.p.m. to be added and uniformly distributed throughout the sodium chloride. The sodium chloride shall be free from foreign materials including gravel, sand, clay or similar materials and shall not contain any lumps, materials or things the physical properties of which might result in damage to deicer dispensing equipment or adversely affect the operation of such equipment. Suppliers are advised that oversized material within the ASTM Specification tolerances is not acceptable. The Department may at its discretion, accept oversized material to a maximum of 5% at which time suppliers will be required to supply extra salt to compensate for the oversized material. This extra material will be calculated at the % over the Specification times (x) the total amount delivered to that location. Under no circumstances shall the sodium chloride contain any other sodium chloride in any proportion or from any source which does not conform with these specifications.
3. By tendering each contractor warrants to the Parks Canada Agency that sodium chloride delivered to the Parks Canada storage sheds will remain in a free flowing and usable condition for a period of at least 60 days from the date of delivery. The Parks Canada Agency accepts that such warranty is applicable to the "caking" of the sodium chloride into a cohesive mass and not to the normal "crusting" of sodium chloride in storage.
4. Payment will be made on the basis of quantities accepted for delivery at the Parks Canada storage locations. Quantities will be determined by a weigh slip for each truck load delivered to the Department's or the Municipalities/Others storage locations. The contractor will be required to have ALL Salt weighed in accordance with Section 501 of the Department of Transportation and Works Specifications Book available on-line at <http://www.tw.gov.nl.ca/hwdesign/specbook>. No quantity of Salt will be accepted without a weigh slip. In areas where Government Owned Scales will be used, Contractors are to give the Regional Director in the Region Three (3) days (72 hours) advance notice of Delivery of Salt for each Location to ensure that Government Owned Scales will be open and available. In instances where the Government Scales are required to be open after Normal Working Hours, the extra cost will be at the Contractor's Expense. The contractor will be responsible to pay for the Operation of the Government Scales after Normal Working Hours and will be invoiced accordingly.

After the issue of the Purchase Order, the successful contractor will seek the approval of the Asset Manager in writing at the address below for each type of weighing system that will be used at each delivery location, i.e. Government Permanent Scale, Contractor Scale.

Mark Cullihall  
A/Asset Manager  
Gros Morne National Park  
PO Box 130  
Rocky Harbour. NL A0K 4N0  
Telephone: 458-3429 Facsimile: 458-3318

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**Bidders are advised that Draft Surveys will NOT be considered for payment.  
By tendering on this tender, suppliers agree to the conditions for payment.**

5. The contractor shall be required to weigh vehicle loads at the Government's permanent weigh scales to conform with the law.
6. The conformance of the sodium chloride to the specifications will be determined at the point of delivery to the Department's storage areas. Three consecutive tests showing water content in excess of zero point one (0.1) percentage point of the specification will be cause for rejection. Parks Canada Agency may at its discretion accept higher moisture content than the tolerance allowed. In cases where a higher moisture content is accepted, Suppliers will at no cost to Parks Canada Agency supply additional material to compensate for the excessive moisture. This extra material will be calculated at the % over the Specification times (x) the total amount delivered to that location. The decision as to acceptability shall be Parks Canada's, whose decision will be final. Moisture contents in excess of 2% will be considered only in extenuated circumstances. Any part of any vehicle load failing to meet any specification may be cause for rejection of the entire content of the vehicle which shall, upon notification, be forthwith removed from Parks Canada's property. The net contents of rejected vehicle loads shall be ascertained and deducted from amounts payable for that delivery location.
7. All vehicles must be so equipped to prevent spillage of the contents from the vehicles and adequately covered to prevent other wastage from the vehicles. Any vehicle load showing evidence of wastage or not adequately covered will be subject to a penalty which will reduce the quantity delivered by one tonne per 10 km or part thereof of the length of haul from loading point to delivery point. The total of all penalties will be deducted from amounts payable as determined by approved weight method. Vehicles trucking sodium chloride shall go directly to the designated storage facility from the weigh scales. Vehicles deviating from this will not be used in future shipments.
8. Bidders are advised that this contract will be monitored by Parks Canada, the Department of Transportation and Works, the Department of Government Services & Lands and Motor Registration Division for compliance to legal weights. Over weight deliveries will not be accepted by the Department as well as notification will be given to Motor Registration Division to monitor deliveries as they see fit. (See Also item # 5)
9. Notwithstanding the foregoing Parks Canada reserves the right to increase or decrease the quantity tendered by an amount not exceeding 50% of the tender quantity without adjustment of the price tendered. This 50% increase/decrease shall be on a regional basis and the quantity can be distributed to the sub-depot of Parks Canada's choice at the unit price for that sub-depot. This adjustment may take place at time of award and throughout the winter season until April 30, 2018. Quantities in excess of the amount included on the Purchase Order will not be accepted for payment.
10. The Department reserves the right to purchase up to an additional 10% of the Total Salt Quantity at anytime up to April 30, 2018. This quantity will have the original unit price of Salt along with any increase in trucking costs that will be determined at the time of order.
11. The Contractor shall notify the Asset Manager of Parks Canada, Gros Morne National Park not less than two (2) working days in advance of delivery of materials. Delivery will be accepted during normal Parks Canada working hours but the Asset Manager may agree to accept delivery at other times at the request of the contractor. Such requests will only be accepted upon notice of at least Three (3) complete working days. The cost associated with Parks Canada Staff will be incurred by Parks Canada. Requests without adequate notice will be approved at the discretion of

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the Asset Manager, whose decision will be final. Suppliers are advised that no deliveries will be accepted after 11:00pm.

12. Delivery may commence any time after August 31, 2017. All salt shall be delivered by October 1, 2017, unless otherwise noted in the tender.
13. Invoices may be sent to the Asset Manager in Gros Morne National Park as follows;

Mark Cullihall  
A/Asset Manager  
Gros Morne National Park  
PO Box 130  
Rocky Harbour. NL A0K 4N0  
Telephone: 458-3429 Facsimile: 458-3318

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## ANNEX "B" – BASIS OF PAYMENT

### Road Salt – Parks Canada (Gros Morne National Park, NL)

This contract will consist of the supply and delivery of sodium chloride for use as a road de-icer for the 2017-2018 winter season. There are two (2) locations for delivery: Rocky Harbour, NL (2,600 metric tonnes) and Glenburnie, NL (1,800 metric tonnes).

Goods are to be delivered FOB Destination and stored in Parks Canada Agency storage sheds.

Item and Destination	Unit of Measure	Quantity	Unit Price (HST Extra)	Total Amount (HST Extra)
Sodium Chloride: Supply and Delivery to Rocky Harbour, NL	Tonnes	2,600	\$	\$
Sodium Chloride: Supply and Delivery to Glenburnie, NL	Tonnes	1,800	\$	\$
<b>TOTAL:</b>		<b>4,400*</b>		\$

\* As per Clause 6.4.3, the Bidder grants to Canada the irrevocable option to acquire an additional amount up to ten percent (10%) of the total quantity, as described in section 12 of the Specification attached at Annex "A," under the same conditions and at the prices stated herein.



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### **ANNEX "C" – INTEGRITY PROVISION – LIST OF NAMES**

The Integrity Provision of General Conditions 2010 requires that bidders supply the following:

#### **List of Names**

- (a) Bidders who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Bidder. Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the name of the owner(s). Bidders bidding as societies, firms, or partnerships do not need to provide lists of names.
- (b) If the required list of names has not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to provide the names within the time frame specified will render the bid non-responsive. Providing the required names is a mandatory requirement for contract award.
- (c) The Bidder must immediately inform Canada in writing of any changes affecting the list of names of directors during this procurement process.

**Complete Legal Name of Company** \_\_\_\_\_

**PBN** \_\_\_\_\_

#### **List of names of the current Board of Directors or Owners:**

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