



RETURN PROPOSAL TO:
RETOURNER LES PROPOSITIONS À:

**Parks Canada Agency
Banff Field Unit
PO Box 900
216 Hawk Avenue
Banff, AB, T1L 1K2**

BID FAX: 403-762-5057

REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION

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

Soumission aux: l'Agence Parcs Canada
Nous offrons par la présente de vendre à Sa Majesté la Reine du Chef du Canada, aux conditions énoncées ou incluses par référence dans la présente at aux annexes ci-jointes, les biens, services et construction énumérés ici et 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

**Parks Canada Agency
Banff National Park
PO Box 900
Banff, AB
T1L 1K2**

Title-Sujet JONHSON LAKE DEWATERING ASSÈCHEMENT DU LAC JOHNSON		
Solicitation No. - No. de l'invitation 5P421-18-0218		Date: August 15, 2017
GETS Reference No. - No de reference de SEAG PW-17-00791031		Client Ref. No. - No. de réf du client.
Solicitation Closes:		
at - à 02:00 PM	on - le 2017/09/26	Time Zone - Fuseau horaire Mountain Daylight Time (MDT) - Heure Avancée des Rocheuses (HAR)
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>		
Address Inquiries to: - Adresser toute demande de renseignements à : Annie Roy annie.roy@pc.gc.ca		
Telephone No. - No de téléphone 403-762-1459		Fax No. - No de FAX: 403-762-5057
Destination of Goods, Services, and Construction: Destinations des biens, services et construction: See Herein - Voir ici		

DOIT ÊTRE COMPLÉTÉE PAR LE SOUMISSIONNAIRE
(taper ou écrire en caractère d'imprimerie)
TO BE COMPLETED BY THE BIDDER (type or print)

Vendor/Firm Name
Address - Adresse
Name of person authorized to sign on behalf of the Vendor/Firm Nom de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur
Titale - Titre
Telephone No. - N° de telephone: _____
Facsimile No. - N° de télécopieur: _____
Adresse courriel - Email address : _____
Signature _____
Date _____

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION	4
1.1 SECURITY REQUIREMENTS	4
1.2 STATEMENT OF WORK	4
1.3 DEBRIEFINGS	4
1.4 TRADE AGREEMENTS	4
1.5 CANADIAN CONTENT.....	4
1.6 OPTIONAL SITE VISIT.....	4
PART 2 - BIDDER INSTRUCTIONS.....	5
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS.....	5
2.2 SUBMISSION OF BIDS.....	5
2.3 FORMER PUBLIC SERVANT.....	5
2.4 ENQUIRIES - BID SOLICITATION.....	7
2.5 APPLICABLE LAWS	7
PART 3 - BID PREPARATION INSTRUCTIONS.....	7
3.1 BID PREPARATION INSTRUCTIONS	7
PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION	8
4.1 EVALUATION PROCEDURES.....	8
4.2 BASIS OF SELECTION	8
PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION	10
5.1 CERTIFICATIONS REQUIRED WITH THE BID	10
5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION.....	10
PART 6 - RESULTING CONTRACT CLAUSES	12
6.1 SECURITY REQUIREMENTS	12
6.2 STATEMENT OF WORK.....	12
6.4 TERM OF CONTRACT.....	12
6.5 AUTHORITIES.....	12
6.6 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS.....	14
6.7 PAYMENT.....	14
6.8 INVOICING INSTRUCTIONS	15
6.9 CERTIFICATIONS AND ADDITIONAL INFORMATION	15
6.11 PRIORITY OF DOCUMENTS.....	15
6.12 INSURANCE.....	16
6.13 GOVERNMENT SITE REGULATIONS	16
ANNEX "A"	17
STATEMENT OF WORK.....	17
ANNEX "B"	20
BASIS OF PAYMENT.....	20
ANNEX "C"	21
ATTESTATION AND PROOF OF COMPLIANCE WITH OCCUPATIONAL HEALTH AND SAFETY (OHS)	21
ANNEX "D"	23
INTEGRITY PROVISIONS – LIST OF NAMES FORM.....	23

Solicitation No. - N° de l'invitation
5P421-18 -0218

Amd. No. - N° de la modif.

Buyer - l'acheteur
Annie Roy

Client Ref. No. - N° de réf. du client

File Name - Nom du dossier
Johnson Lake Dewatering

ANNEX "E"	24
EVALUATION CRITERIA.....	24

PART 1 - GENERAL INFORMATION

1.1 Security Requirements

There is no security requirement associated with this requirement.

1.2 Statement of Work

The Work to be performed is detailed under Article 6.2 of the resulting contract clauses.

1.3 Debriefings

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

1.4 Trade Agreements

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

1.5 Canadian Content

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

1.6 Optional Site Visit

It is recommended that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for the site visit to be held at:

**Banff National Park
Banff Warden Office
216 Hawk Avenue
Banff, AB
T1L 1K2**

on Tuesday, August 29, 2017. The site visit will begin **at 10:00 a.m.** (local time).

Following the meeting at the Warden Office, bidders will go, with their own mode of transportation, to Johnson Lake.

Bidders are requested to communicate with the Contracting Authority no later than **Monday, August 28, 2017 at 10:00 a.m. (local time)** to confirm attendance and provide the name(s) of the person(s) who will attend. Bidders may be requested to sign an attendance sheet. Bidders who do not attend or do not send a representative will not be given an alternative appointment but they will not be precluded from submitting a bid. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.

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 Parks Canada Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

Due to the nature of the bid solicitation, bids transmitted by facsimile to PCA (Parks Canada Agency) will not be accepted.

2.3 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

Definitions

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

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

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

"pension" means a pension or annual allowance paid under the [Public Service Superannuation Act](#) (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the [Supplementary Retirement Benefits Act](#), R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the [Canadian Forces Superannuation Act](#), R.S., 1985, c. C-17, the [Defence Services Pension Continuation Act](#), 1970, c. D-3, the [Royal Canadian Mounted Police Pension](#)

[Continuation Act](#), 1970, c. R-10, and the [Royal Canadian Mounted Police Superannuation Act](#), R.S., 1985, c. R-11, the [Members of Parliament Retiring Allowances Act](#), R.S. 1985, c. M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

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

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

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

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes** () **No** ()

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

Certification

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

Signature

Date

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than seven (7) business 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.

2.5 Applicable Laws

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

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

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

Section I: Technical Bid (3 hard copies)

Section II: Financial Bid (1 hard copy)

Section III: Certifications (1 hard copy)

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

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

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

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

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

Section I: Technical Bid

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

Section II: Financial Bid

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

Section III: Certifications

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

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.
- (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 Financial Evaluation

The price of the bid will be evaluated in Canadian dollars, the Goods and Services Tax or the Harmonized Sales Tax excluded, FOB destination, Canadian customs duties and excise taxes included.

4.2 Basis of Selection

4.2.1 Basis of Selection - Highest Combined Rating of Technical Merit and Price

1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory criteria; and
 - c. obtain the required minimum of 72 points overall for the technical evaluation criteria which are subject to point rating.
The rating is performed on a scale of 90 points.
2. Bids not meeting (a) or (b) or (c) will be declared non-responsive.

3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 90% for the technical merit and 10% for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 90%.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 10%.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates **an example** where all three bids are responsive and the selection of the contractor is determined by a 60/40 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).

Basis of Selection - Highest Combined Rating Technical Merit (60%) and Price (40%)

	Bidder 1	Bidder 2	Bidder 3
Overall Technical Score	115/135	89/135	92/135
Bid Evaluated Price	\$55,000.00	\$50,000.00	\$45,000.00
Calculations			
Technical Merit Score	$115/135 \times 60 = 51.11$	$89/135 \times 60 = 39.56$	$92/135 \times 60 = 40.89$
Pricing Score	$45/55 \times 40 = 32.73$	$45/50 \times 40 = 36.00$	$45/45 \times 40 = 40.00$
Combined Rating	83.84	75.56	80.89
Overall Rating	1st	3rd	2 nd

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 services.

Subject to the evaluation procedures contained in the bid solicitation, bidders acknowledge that only bids with a certification that the service offered is a Canadian service, as defined in clause A3050T, may be considered.

Failure to provide this certification completed with the bid will result in the service offered being treated as a non-Canadian service.

The Bidder certifies that:

() the service offered is a Canadian service as defined in paragraph 2 of clause A3050T.

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).

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.

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 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A".

6.3 Standard Clauses and Conditions

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

6.3.1 General Conditions

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

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

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from October 15, 2017 to December 15, 2017.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Annie Roy
Contract, Procurement and Materiel Management Officer
Parks Canada Agency
Banff National Park
PO Box 900
216 Hawk Avenue
Banff, Ab T1L 1K2

Telephone : 403-762-1459
Facsimile: 403-762-5057
annie.roy@pc.gc.ca

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

6.5.2 Project Authority

The Project Authority for the Contract is: ***** TO BE COMPLETED BY PARKS CANADA AFTER AWARD *****

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone : _____

Facsimile: _____

E-mail address: _____

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

6.5.3 Contractor's Representative

***** CONTRACTOR TO FILL IN & SEND WITH BID *****

Representative's Name: _____

Title: _____

Vendor/Firm Name: _____

Mailing Address: _____

City: _____

Province/ Territory: _____

Postal Code: _____

Telephone No.: _____

Fax No.: _____

Email Address: _____

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

Instruction on how to obtain a Procurement Business Number (PBN)

Canadian Bidders are required to have a Procurement Business Number (PBN) before Contract award. Bidders may register for a PBN in the Supplier Registration Information service on line at the Business Access Canada Website at: <https://buyandsell.gc.ca>. For non- Internet registration, Bidders may contact the Business Access Canada InfoLine at 1-800-811-1148 to obtain the telephone number of the nearest Supplier Registration Agent.

6.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2012-2](#) of the Treasury Board Secretariat of Canada.

6.7 Payment

6.7.1 Basis of Payment

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" for a cost of \$ _____ (*amount will be inserted at contract award*). Customs duties are excluded and Applicable Taxes are extra.

The Dewatering Plan will also contain the Team's intended target (e.g. 95% of wetted surface area will be dewatered). The target will be used as a performance-based target. If the Team does not achieve their target, payment will be prorated according to the percentage of the target they did achieve.

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.

6.7.2 Terms of Payment

6.7.2.1 Progress Payments

1. Canada will make progress payments in accordance with the payment provisions of the Contract, no more than once a month, for cost incurred in the performance of the Work, up to 90 percent of the amount claimed and approved by Canada if:
 - a. an accurate and complete claim for payment using form [PWGSC-TPSGC 1111](#), Claim for Progress Payment, and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
 - b. the amount claimed is in accordance with the basis of payment;
 - c. the total amount for all progress payments paid by Canada does not exceed 90 percent of the total amount to be paid under the Contract;
 - d. all certificates appearing on form [PWGSC-TPSGC 1111](#) have been signed by the respective authorized representatives.
2. The balance of the amount payable will be paid in accordance with the payment provisions of the Contract upon completion and delivery of the item if the Work has been accepted by Canada and a final claim for the payment is submitted.
3. Progress payments are interim payments only. Canada may conduct a government audit and interim time and cost verifications and reserves the rights to make adjustments to the Contract from time to time during the performance of the Work. Any overpayment resulting from progress payments or otherwise must be refunded promptly to Canada.

6.8 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.

The original must be forwarded to the address shown on page 1 of the Contract for certification and payment.

6.9 Certifications and Additional Information

6.9.1 Compliance

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

6.9.2 Canadian Content Certification

1. The Contractor warrants that the certification of Canadian Content submitted by the Contractor is accurate and complete, and that the goods, services or both to be provided under the Contract are in accordance with the definition contained in clause A3050T.
2. The Contractor must keep proper records and documentation relating to the origin of the goods, services or both provided to Canada. The Contractor must not, without obtaining before the written consent of the Contracting Authority, dispose of any such records or documentation until the expiration of six (6) years after final payment under the Contract, or until settlement of all outstanding claims and disputes under the Contract, whichever is later. All such records and documentation must at all times during the retention period be open to audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all facilities for such audits, inspections and examinations, and must furnish all such information as the representatives of Canada may from time to time require with respect to such records and documentation.
3. Nothing in this clause must be interpreted as limiting the rights and remedies which Canada may otherwise have pursuant to the Contract.

6.10 Applicable Laws

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

6.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions 2010C (2016-04-04) Services (Medium Complexity);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) the Contractor's bid dated _____ (to be inserted at contract award).

6.12 Insurance

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

6.13 Government Site Regulations

The Contractor must comply with all regulations, instructions and directives in force on the site where the Work is performed.

ANNEX "A"

STATEMENT OF WORK

Dated: July 4, 2017

Johnson Lake Dewatering

Objectives

1. To dewater Johnson Lake, Banff National Park
2. To dewater the Johnson Lake wetland and flume water to western outlet

Background

Parks Canada has recently detected *Myxobolus cerebralis* in Johnson Lake, Banff National Park. *Myxobolus cerebralis* is a myxosporean parasite of salmonids (salmon, trout and whitefish) that causes whirling disease (WD). Whirling disease causes skeletal deformation, neurological damage and sometimes mortality in fishes. As a result, whirling disease can have a significant impact on fish populations. Johnson Lake has been identified as a "hotspot" for the disease based on the prevalence of fine sediment in the lake which is suitable habitat for secondary host, *Tubifex tubifex*.

As part of the response strategy to help reduce the risk of the disease spreading to nearby Westslope cutthroat trout waters, Parks Canada will be attempting to eradicate the disease by eliminating the fish host. Fish eradication will be accomplished using mechanical methods only (gill netting and electrofishing). Colorado Parks and Wildlife have successfully eliminated whirling disease from Placer Creek, Colorado, by removing the fish host (Nehring et al. *In press*).

Starting in May 2017, Parks Canada will be conducting extensive fish removals using gill-netting in the lake and backpack electrofishing in the creeks. However, this is time-consuming and it may be difficult to capture the very smallest fishes. Given this, Parks Canada would also like to dewater the lake and wetland to the driest extent possible starting on October 15th, 2017. This will eliminate or concentrate fish habitat, thus making the 100% removal of fish more feasible. The hope is that fish will be localised to small ponded areas whereby they can be targeted easier. Any fish that do not move in response to the shrinking shoreline will be stranded, thus contributing to the overall goal of fish eradication.

Tasks

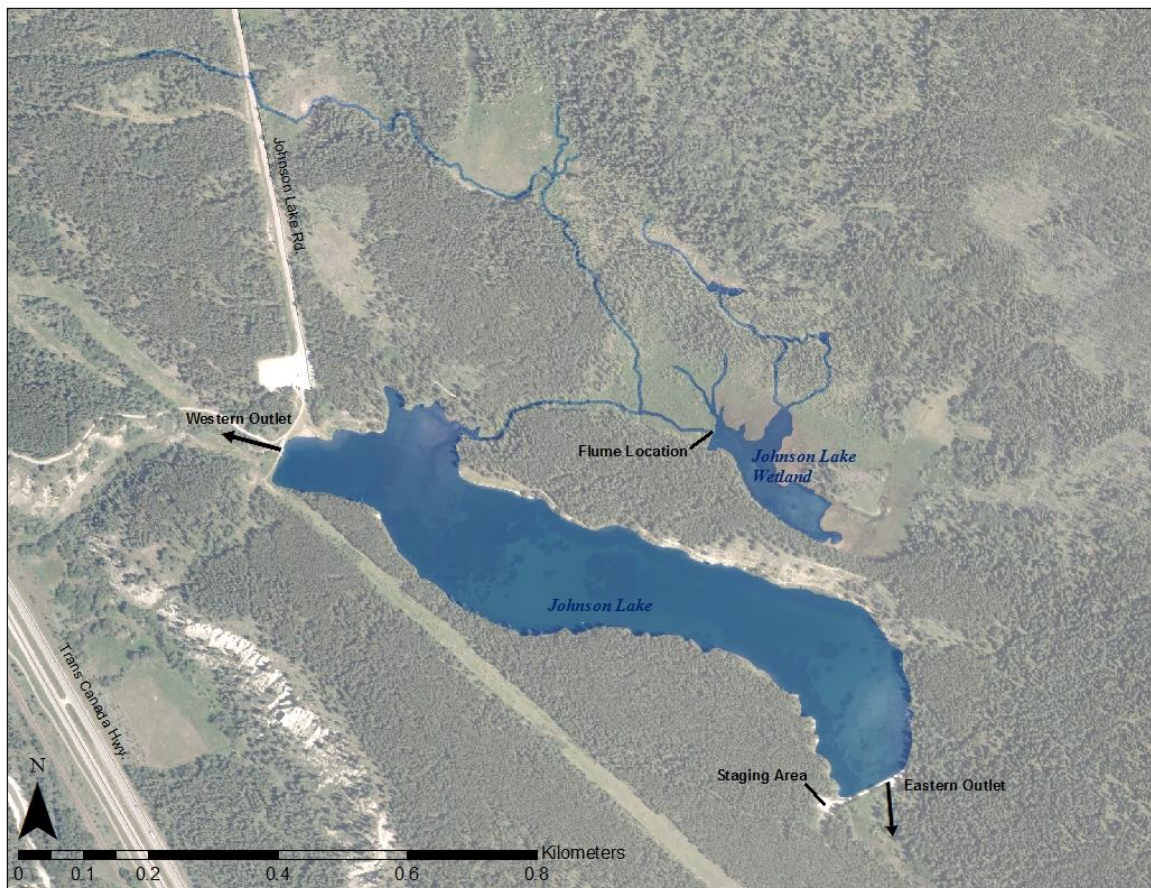
1. Submit a Dewatering Plan. The plan will be used to evaluate bids (see Evaluation criteria below). The Dewatering Plan from the company awarded the contract will be further reviewed before commencement of work. The Dewatering Plan will also contain the Team's intended target (e.g. 95% of wetted surface area will be dewatered). The target will be used as a performance-based target. If the Team does not achieve their target, payment will be prorated according to the percentage of the target they did achieve.

2. Dewater Johnson Lake.

- Pump ~300,000 m³ of water over 10-14 days out the eastern outlet of lake into forested catchment (See Figure 1).
- A helicopter can be used to deploy pumping equipment to the south-eastern corner of Johnson Lake (See Figure 1).

3. Dewater Johnson Lake wetland.

- Flume water from the outlet of the wetland to the western outlet of Johnson Lake (See Figure 1) to dry the inlet channel.
- Maintain water at lowest practical level for 2 months (October 15th – December 15th, 2017). The purpose of the prolonged pumping is to allow any remaining shallow pockets of water to freeze.



During this work, Parks Canada will deploy a mobile dewatering team to pump the tributaries of the wetland (Figure 1). This will help facilitate the complete removal of brook trout in those upper tributaries as well as reducing the amount of water needed to be flumed out of the lake inlet. Some coordination will be needed between the Parks Canada mobile dewatering team and the fixed team dewatering the wetland.

Technician Responsibilities

- Submit a Dewatering Plan with the Team's intended target (e.g. 95% of wetted surface area will be dewatered).
- Follow all environmental guidelines and policies for pumping (fish screening; DFO freshwater Intake End-of-pipe Fish Screen Guideline Manual (1995)),
- Follow Parks Canada's aquatic invasive species decontamination protocol (See *A Decontamination Protocol for Parks Canada Fisheries and Aquatic Technicians*).
- Conduct work outlined in "Tasks".
- Transportation to the work site.
- Maintaining functional equipment.
- Maintain meticulous field notes.
- Submit an invoice to Parks Canada upon completion of the task.

ANNEX "B"

BASIS OF PAYMENT

1. THE OFFER

The Dewatering Plan will also contain the Team's intended target (e.g. 95% of wetted surface area will be dewatered). The target will be used as a performance-based target. If the Team does not achieve their target, payment will be prorated according to the percentage of the target they did achieve.

The Contractor offers to complete the work as described in Annex "A" Statement of Work, inclusive of all costs for the Lump Sum price of:

TOTAL COST (EXCLUDING taxes) Canadian Dollars	\$
--	-----------

2. BUSINESS NAME

Name:

Name and title of person authorized to sign on behalf of Bidder (Type or print)

Signature

Date

ANNEX "C"

INCLUDED AS A REFERENCE – DO NOT SEND WITH YOUR OFFER

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

Mark "Yes" where applicable.

	A meeting has been held to discuss hazards and access to the work place and all known and foreseeable hazards have been identified to the contractor and/or subcontractor(s)
	The contractor and/or its subcontractor(s) will comply with all federal and provincial/territorial legislation and Parks Canada's policies and procedures, regarding occupational health and safety.
	The contractor and/or its subcontractor(s) will provide all prescribed safety materials, equipment, devices and clothing.
	The contractor and/or its subcontractor(s) will ensure that its employees are familiar with and use all prescribed safety materials, equipment, devices and clothing at all times.
	The contractor and/or its subcontractor(s) will ensure that its activities do not endanger the health and safety of Parks Canada employees.
	The contractor and/or its subcontractor(s) has inspected the site and has carried out a hazard assessment and has put in place a health and safety plan and informed its employees accordingly, prior to the commencement of the work.
	Where a contractor and/or its subcontractor(s) will be storing, handling or using hazardous substances in the work place, it will place warning signs at access points warning persons of the presence of the substances and any precautions to be taken to prevent or reduce any hazard of injury or death.
	The contractor and/or its subcontractor(s) will ensure that its employees are instructed in respect of any emergency procedures applicable to the site.

I, _____ (contractor), certify that I have read, understood and attest that my firm, employees and all sub-contractors will comply with the requirements set out in this document and the terms and conditions of the contract.

Name _____ Signature _____

Date _____

ANNEX "D"

INTEGRITY PROVISIONS – LIST OF NAMES FORM

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.

Bidder's business structure:

(Sole proprietorship, corporation, joint venture, partnership, etc.)

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____
11. _____
12. _____
13. _____
14. _____
15. _____

ANNEX "E"

EVALUATION CRITERIA

Evaluation Criteria

Each proposal will be assessed based solely on the information provided in the Bidder's proposal, by a team of Parks Canada staff, in accordance with the criteria and point system identified below.

It is the Bidder's responsibility to ensure that the contents of their proposal provides adequate documentation and/or evidence for evaluation in accordance with the criteria identified below.

Potential contractors will submit a dewatering plan outlining the exact steps (actions and equipment) to dewater Johnson Lake and associated wetland. This dewatering plan will be worth 60% of the final evaluation score as per the criteria below. The potential contractor will also submit two project descriptions (1-2 pages) that at least one member of the team worked on in the past. 30% of the final evaluation score will be based on the experience of the "Team" as per the criteria below. The "Team" includes the people responsible for designing the dewatering plan, and the people implementing the plan on the ground.

Only include project descriptions that include the personnel that are being proposed to work on "the team" at Johnson Lake. All additional personnel shall be competent, English literate, efficient and qualified by education, training and experience to carry out the tasks to which is assigned. Each project will be evaluated by the criteria below.

The remaining 10% of the evaluation will be based on cost.

1. Dewatering Plan Scoring Matrix (60%):

Demonstrate your understanding of the scope of work being requested by explaining a method for dewatering Johnson Lake and Johnson lake wetland that would ensure complete or near-complete dewatering. Please include the proposed dewatering target and a description of tasks, equipment (i.e. pumps, hoses etc.), people, scheduling and contingency plans:

Extensive approach described: 60 points
Limited description: 30 points
No mention: 0 points

2. Team experience Scoring Matrix (based on two project descriptions(30%):

Describe two projects completed by the Team. Explain what the objectives were, if they were achieved, how they were achieved including the complexity, duration, and geographic scope of the projects. Please indicate whether the project was successful and how the Team evaluated that success.

Extensive approach described: 15 points x 2
Limited description: 5 points x 2
No mention: 0 points x 2

Point system definitions

Limited

Criterion addressed, but not enough information provided and/or technically not acceptable. Less than established minimum.

Meets or exceeds

Project management approach has completed details on process; scheduling; planning tools and techniques. Very efficient techniques are proposed to plan, organise, direct and control the project. Correctly identified risk areas and provided good mitigation strategies. Timelines are suitable and realistic, and included good understanding of scope of work.