



**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À :**  
 Parks Canada Agency Bid Receiving Unit  
 National Contracting Services  
 635 – 8 Avenue S.W., Suite 1300  
 Calgary, AB T2P 3M3

## REQUEST FOR A STANDING OFFER

## DEMANDE D'OFFRE À COMMANDES

Canada, as represented by the Minister of the Environment for the purposes of the Parks Canada Agency, hereby requests a Standing Offer on behalf on the Identified Users herein.

Le Canada, représenté par le ministre l'Environnement aux fins de l'Agence Parcs Canada, autorise par la présente, une offre à commandes au nom des utilisateurs identifiés énumérés ci-après.

### Comments - Commentaires

**Issuing Office - Bureau de distribution :**  
 Parks Canada Agency  
 National Contracting Services  
 1300 – 635 8 Ave SW  
 Calgary, AB T2P 3M3

|   |   |
|---|---|
| <b>Title - Sujet</b><br>Type 2 Sustained Action Wildland Firefighting Personnel for Parks Canada Fire Management  |   |
| <b>Solicitation No. - N° de l'invitation</b><br>5P420-18-0008/A   | <b>Date</b><br>28 May 2018                          |
| <b>Client Reference No. - N° de référence du client</b><br>n/a  |   |
| <b>GETS Reference No.   N° de reference de SEAG</b><br>PW-18-00829355   |   |
| <b>Solicitation Closes - L'invitation prend fin</b><br><br>At - à : 14 :00<br>On - le : 19 June 2018  | <b>Time Zone - Fuseau horaire</b><br><br><b>MDT</b> |
| <b>F.O.B. - F.A.B.</b><br>Plant - Usine : <input type="checkbox"/> Destination : <input checked="" type="checkbox"/> Other - Autre : <input type="checkbox"/> |   |
| <b>Address Enquiries to - Adresser toutes questions à</b><br>Joanne S. Cuthbert   |   |
| <b>Telephone No. - N° de telephone</b><br>(403) 292-4558  | <b>Fax No. -N° de télécopieur</b><br>1-866-246-6893 |
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| <b>Destination of Goods, Services, and Construction - Destination des biens, services, et construction</b><br>See Herein                                      |   |

### TO BE COMPLETED BY THE OFFEROR - À REMPLIR PAR L'OFFRANT

|  |                                    |
|--|------------------------------------|
| <b>Vendor/ Firm Name - Raison sociale et adresse du fournisseur/ de l'entrepreneur</b>   |                                    |
| <b>Address - Adresse</b>   |                                    |
| <b>Telephone No. - N° de telephone</b>   | <b>Fax No. - N° de télécopieur</b> |
| <b>Name of person authorized to sign on behalf of the Vendor/ Firm (type or print) - Nom de la personne autorisée à signer au nom du fournisseur/ 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 Introduction**

The Request for Standing Offers (RFSO) is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;
- Part 3 Offer Preparation Instructions: provides Offerors with instructions on how to prepare their offer 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 offer, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided;
- Part 6 Security, Financial and Insurance Requirements: includes specific requirements that must be addressed by Offerors; and
- Part 7 7A, Standing Offer, and 7B, Resulting Contract Clauses:
  - 7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
  - 7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include the Statement of Work, the Basis of Payment, the Insurance Requirements, the Attestation and Proof of Compliance with Occupational Health and Safety (OHS), the Integrity Provisions – List of Names, the Technical Evaluation, the Mandatory Technical Criteria Bid Submission Form, and the Sample Submission Template for Point Rated Technical Criteria.

### **1.2 Summary**

**1.2.1** Parks Canada requires the provision of wildland firefighting personnel on an as and when requested basis in various National Parks and/or National Historic Site within Alberta, Saskatchewan, British Columbia, Manitoba and the Northwest Territories. The Offeror must provide physically fit and fully equipped crews trained to the standards outlined. The Offeror must provide fire suppression services and other project work including, but not limited to, sustained action fire suppression, chainsaw work, preparation of fire breaks, pile burning operations, manual labour and hazardous tree assessment and falling.

The period of the Standing Offer is from date of Standing Offer to March 31, 2019 with the option to extend for an additional two (2) one (1) year periods from April 01, 2019 to March 31, 2020 and April 01, 2020 to March 31, 2021.

A maximum of seven (7) Standing Offers will be awarded under each Province or Territory in which services may be required.

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

### **1.3 Debriefings**

Offerors may request a debriefing on the results of the request for standing offers process. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of the results of the request for standing offers process. The debriefing may be in writing, by telephone or in person.

## PART 2 - OFFEROR INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) 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.

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

The [2006](#) (2017-04-27) Standard Instructions – Request for Standing Offers – Goods or Services – Competitive Requirements, are incorporated by reference into and form part of the RFSO.

All reference to the Minister of Public Works and Government Services Canada shall be deleted and replaced with the Minister of the Environment 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.

#### 2.1.1 Clauses

The Offeror is required to submit firm prices, rates or both that will apply for the entire period of the Standing Offer.

### 2.2 Submission of Offers

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

Due to the nature of the Request for Standing Offers, offers transmitted by facsimile or email to PCA 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 FPS, offerors must provide the information required below before the issuance of a standing offer. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of offers is completed, Canada will inform the Offeror 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 offer 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 Offeror a FPS in receipt of a pension? **YES ( ) NO ( )**

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

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

By providing this information, Offerors agree that the successful Offeror'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 Offeror a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **YES ( ) NO ( )**

If so, the Offeror must provide the following information:

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

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

### 2.4. Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than ten (10) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by Offerors 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 Offerors do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Offerors. Enquiries not submitted in a form that can be distributed to all Offerors may not be answered by Canada.

**Solicitation No. - N° de l'invitation**  
5P420-18-0008/A

**Amd. No. - N° de la modif.**  
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**Contracting Authority - Autorité contractante**  
Joanne S. Cuthbert

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

**Title - Sujet**  
Type 2 Sustained Action Wildland Firefighting Personnel for Parks Canada Fire Management

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## **2.5. Applicable Laws**

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Alberta.

Offerors may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their offer, 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 Offerors.

## PART 3 - OFFER PREPARATION INSTRUCTIONS

### 3.1. Offer Preparation Instructions

Canada requests that offerors provide their offer in separately bound sections as follows:

Section I: Technical Offer (one (1) hard copy and/or one (1) soft copy on a CD, DVD, or USB flash drive in Adobe \*.pdf format)

Section II: Financial Offer (one (1) hard copy)

Section III: Certifications (one (1) hard copy)

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

Canada requests that Offerors follow the format instructions described below in the preparation of their offer.

- (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 Standing Offers.

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, Offerors 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 Offer

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

#### Section II: Financial Offer

Offerors must submit their financial offer in accordance with **Annex "B"**, Basis of Payment. The total amount of Applicable Taxes must be shown separately.

#### 3.1.1 Exchange Rate Fluctuation

SACC Manual Clause [C3011T](#) (2013-11-06), Exchange Rate Fluctuation

#### Section III: Certifications

Offerors must submit the certifications required under Part 5.



## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 4.1 Evaluation Procedures

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

#### 4.1.1 Technical Evaluation

##### 4.1.1.1 Mandatory Technical Criteria

Offers will be evaluated per the Mandatory Technical Criteria at **Annex "F"**.

##### 4.1.1.2 Point Rated Technical Criteria

Offers will be evaluated per the Point Rated Technical Criteria at **Annex "F"**.

#### 4.1.2 Financial Evaluation

**4.1.2.1** The total evaluated price for responsive offers will be determined separately for each Province and Territory in which services may be required under the Standing Offer as follows:

**(a) Alberta**

(Sum of the Vehicle Rates for all periods of the Standing Offer x Estimated usage of 14 days) +  
(Sum of the Crew Rates for Item No. 2.1. for all periods of the Standing Offer x Estimated usage of 13 days) +  
(Sum of the Crew Rates for Item No. 2.2. for all periods of the Standing Offer x Estimated usage of 1 day) +  
(Sum of the Crew Rates for Item No. 2.3. for all periods of the Standing Offer x Estimated usage of 78 hours)  
+  
(Sum of the Crew Rates for Item No. 2.4. for all periods of the Standing Offer x Estimated usage of 6 hours) +  
(Sum of the Mobilization and Demobilization Rates for Items No. 4.1. to 4.6. for all periods of the Standing Offer) = Total Evaluated Offer Price for Alberta

**(b) Northwest Territories**

(Sum of the Vehicle Rates for all periods of the Standing Offer x Estimated usage of 14 days) +  
(Sum of the Crew Rates for Item No. 2.1. for all periods of the Standing Offer x Estimated usage of 13 days) +  
(Sum of the Crew Rates for Item No. 2.2. for all periods of the Standing Offer x Estimated usage of 1 day) +  
(Sum of the Crew Rates for Item No. 2.3. for all periods of the Standing Offer x Estimated usage of 78 hours)  
+  
(Sum of the Crew Rates for Item No. 2.4. for all periods of the Standing Offer x Estimated usage of 6 hours) +  
(Sum of the Mobilization and Demobilization Rates for Item No. 4.7. for all periods of the Standing Offer) = Total Evaluated Offer Price for the Northwest Territories

**(c) British Columbia**

(Sum of the Vehicle Rates for all periods of the Standing Offer x Estimated usage of 14 days) +  
(Sum of the Crew Rates for Item No. 2.1. for all periods of the Standing Offer x Estimated usage of 13 days) +  
(Sum of the Crew Rates for Item No. 2.2. for all periods of the Standing Offer x Estimated usage of 1 day) +  
(Sum of the Crew Rates for Item No. 2.3. for all periods of the Standing Offer x Estimated usage of 78 hours)  
+  
(Sum of the Crew Rates for Item No. 2.4. for all periods of the Standing Offer x Estimated usage of 6 hours) +  
(Sum of the Mobilization and Demobilization Rates for Items No. 4.8. to 4.11. for all periods of the Standing Offer) = Total Evaluated Offer Price for British Columbia

**(d) Saskatchewan**

(Sum of the Vehicle Rates for all periods of the Standing Offer x Estimated usage of 14 days) +  
(Sum of the Crew Rates for Item No. 2.1. for all periods of the Standing Offer x Estimated usage of 13 days) +  
(Sum of the Crew Rates for Item No. 2.2. for all periods of the Standing Offer x Estimated usage of 1 day) +  
(Sum of the Crew Rates for Item No. 2.3. for all periods of the Standing Offer x Estimated usage of 78 hours)  
+  
(Sum of the Crew Rates for Item No. 2.4. for all periods of the Standing Offer x Estimated usage of 6 hours) +  
(Sum of the Mobilization and Demobilization Rates for Items No. 4.12. to 4.15. for all periods of the Standing Offer) = Total Evaluated Offer Price for Saskatchewan

**(e) Manitoba**

(Sum of the Vehicle Rates for all periods of the Standing Offer x Estimated usage of 14 days) +  
(Sum of the Crew Rates for Item No. 2.1. for all periods of the Standing Offer x Estimated usage of 13 days) +  
(Sum of the Crew Rates for Item No. 2.2. for all periods of the Standing Offer x Estimated usage of 1 day) +  
(Sum of the Crew Rates for Item No. 2.3. for all periods of the Standing Offer x Estimated usage of 78 hours)  
+  
(Sum of the Crew Rates for Item No. 2.4. for all periods of the Standing Offer x Estimated usage of 6 hours) +  
(Sum of the Mobilization and Demobilization Rates for Item No. 4.16. for all periods of the Standing Offer) =  
Total Evaluated Offer Price for Manitoba

**4.1.2.2** Estimated usages are for evaluation purposes only and will not form part of any resulting Standing Offer.

**4.2 Basis of Selection**

Responsive offers will be ranked in descending order in accordance with the Basis of Selection below. Of the highest ranked responsive offers, up to seven (7) Offerors will be recommended for issuance of a Standing Offer. In the event that two (2) offers achieve the same price per point; these offers will be ranked in ascending order of evaluated price as determined by the Financial Evaluation above.

**4.2.1 Basis of Selection - Lowest Price Per Point**

**4.2.1.1** To be declared responsive, an offer must:

- (a) comply with all the requirements of the Request for Standing Offers;
- (b) meet all mandatory technical evaluation criteria; and
- (c) obtain the required minimum of 105 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 150 points.

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

**4.2.3** Neither the responsive offers that receive the highest number of points nor the ones that proposed the lowest prices will necessarily be accepted. For each Province or Territory in which services may be required under the Standing Offer, the responsive offers with the lowest evaluated prices per point will be recommended for issuance of a Standing Offer. A maximum of seven (7) Standing Offers will be awarded under each Province or Territory in which services may be required.

**4.2.4** Under each Province or Territory, the Offeror with the lowest evaluated price as determined by the Financial Evaluation above will be ranked as first, the remaining (6) Offerors will be ranked in ascending order.

## PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

Offerors must provide the required certifications and additional information to be issued a standing offer.

The certifications provided by Offerors to Canada are subject to verification by Canada at all times. Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly during the offer evaluation period, during the Standing Offer period, or during the contract period.

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Standing Offer Authority will render the offer non-responsive, result in the setting aside of the Standing Offer or constitute a default under the Contract.

### 5.1 Certifications Required with the Offer

Offerors must submit the following duly completed certifications as part of their offer.

#### 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) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Offeror must provide with its offer the required documentation, as applicable), to be given further consideration in the procurement process.

### 5.2 Certifications Precedent to the Issuance of a Standing Offer and Additional Information

The certifications and additional information listed below should be submitted with the offer, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Standing Offer Authority will inform the Offeror 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 offer non-responsive.

#### 5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of 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 Offeror must provide the required documentation, as applicable, to be given further consideration in the procurement process.

Section 17 of the Policy requires suppliers, regardless of their status under the Policy, to submit a list of names when participating in a procurement process. Offerors must provide the information requested at **Annex "E"** – List of Names for Integrity Verification Form.

#### 5.2.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list ([http://www.labour.gc.ca/eng/standards\\_equity/eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)) available from [Employment and Social Development Canada-Labour's](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) website.

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

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## **5.3 Additional Certifications Precedent to Issuance of a Standing Offer**

### **5.3.1 Status of Availability of Resources - Offer**

SACC Manual clause [M3020T](#) (2016-01-28) Status and Availability of Resources - Offer

### **5.3.2 Education and Experience**

SACC Manual clause [A3010T](#) (2010-08-16) Education and Experience

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## **PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS**

### **6.1 Insurance Requirements**

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 "C"**.

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 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES**

### **A. STANDING OFFER**

#### **7.1 Offer**

The Offeror offers to perform the Work in accordance with the Statement of Work at **Annex "A"**.

#### **7.2 Security Requirements**

There is no security requirement applicable to this Standing Offer.

#### **7.3 Standard Clauses and Conditions**

All clauses and conditions identified in the Standing Offer 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.

All reference to the Minister of Public Works and Government Services Canada shall be deleted and replaced with the Minister of the Environment 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.

##### **7.3.1 General Conditions**

[2005](#) (2017-06-21) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

#### **7.4 Term of Standing Offer**

##### **7.4.1 Period of the Standing Offer**

The period for making call-ups against the Standing Offer is from date of Standing Offer to March 31, 2019 inclusive.

##### **7.4.2 Extension of Standing Offer**

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional two (2) one (1) year periods, being April 01, 2019 to March 31, 2020 and April 01, 2020 to March 31, 2021 under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

#### **7.5. Authorities**

##### **7.5.1 Standing Offer Authority**

The Standing Offer Authority is:

**Joanne S. Cuthbert**  
Contracting Officer  
Parks Canada Agency  
Chief Financial Directorate  
National Contracting Services Unit  
Suite #1300, 635 – 8 Avenue S.W.

Calgary, AB T2P 3M3

Telephone: (403) 292-4558

Facsimile: 1-866-246-6893

E-mail address: [joanne.cuthbert@pc.gc.ca](mailto:joanne.cuthbert@pc.gc.ca)

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a call-up, as Contracting Authority, he is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

### 7.5.2 Project Authority

The Project Authority for the Standing Offer is identified in the call-up against the Standing Offer.

The Project Authority is the representative of the department or agency for whom the Work will be carried out pursuant to a call-up against the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.

### 7.5.3 Offeror's Representative

The Offeror's Representative for the Standing Offer is:

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

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

Canadian Offerors are requested to have a Procurement Business Number (PBN) before Standing Offer award. Offerors may register for a PBN in the Supplier Registration Information service on line at the [Business Access Canada Website](https://buyandsell.gc.ca/for-businesses/selling-to-the-government-of-canada/register-as-a-supplier) (<https://buyandsell.gc.ca/for-businesses/selling-to-the-government-of-canada/register-as-a-supplier>). For non- Internet registration, Offerors may contact the Business Access Canada InfoLine at 1-800-811-1148 to obtain the telephone number of the nearest Supplier Registration Agent.

## 7.6 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.

## 7.7 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: Parks Canada Agency.

## 7.8 Call-up Procedures

**7.8.1** Parks Canada will first determine the Province or Territory where services will be requested for. Parks Canada will then contact the first ranked Offeror under the applicable Province or Territory to determine if the requirement can be satisfied by that Offeror. The Offeror must indicate acceptance of a requested call-up within four (4) hours of the request by the identified user.

**7.8.2** If the contacted Offeror is unable to satisfy the requirement or has not provided response to a call-up request within four (4) hours of the request, Parks Canada will contact the Offeror of the next ranked Standing Offer under the applicable Province or Territory to determine if the requirement can be satisfied by that Offeror.

**7.8.3** Prior to issuing a call-up, Parks Canada and the Offeror will agree to the services to be described in the call-up.

**7.8.4** Once Parks and the Offeror have agreed to the services covered under the requested call-up, Parks Canada will issue a call-up.

**7.8.5** Once the call-up is issued, the Offeror is considered to have entered into contract and must supply Parks Canada with the services described in the call-up.

**7.8.6** In the event that the Contractor, without prior approval of Parks Canada, does not supply the agreed upon services at the time required, Parks Canada reserves the right to cancel the call-up and will not be responsible for payment of any costs to the Contractor.

| Province / Territory  | Rank:   |     |     |     |     |     |     |
|-----------------------|---|-----|-----|-----|-----|-----|-----|
|                       | 1st   | 2nd | 3rd | 4th | 5th | 6th | 7th |
| Alberta               |   |     |     |     |     |     |     |
| Northwest Territories |   |     |     |     |     |     |     |
| British Columbia      | <i>(to be inserted at Standing Offer award)</i> |     |     |     |     |     |     |
| Saskatchewan          |   |     |     |     |     |     |     |
| Manitoba              |   |     |     |     |     |     |     |

## 7.9 Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using form PWGSC-TPSGC 942, Call-up against a Standing Offer or SAP-generated Call-up against a Standing Offer.



## 7.10 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$250,000.00 (applicable Taxes included).

## 7.11 Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$1,000,000.00 (*applicable Taxes excluded*) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or one (1) month before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

## 7.12 Direct Deposit

In April 2012, the Government of Canada announced that direct deposit would be replacing cheques as the primary payment method for the federal payments issued by the Receiver General for Canada by April 2016. If the offeror is not set up for direct deposit, will be required upon receipt of a Standing Offer

Additional information on this Government of Canada initiative is available at: <http://www.directdeposit.gc.ca>

## 7.13 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 call up against the Standing Offer, including any annexes;
- (b) the articles of the Standing Offer;
- (c) the general conditions [2005](#) (2017-06-21), General Conditions - Standing Offers - Goods or Services
- (d) the general conditions [2010C](#) (2016-04-04), General Conditions – Services Medium Complexity;
- (e) Annex "A", Statement of Work;
- (f) Annex "B", Basis of Payment;
- (g) Annex "C", Insurance Requirements;
- (h) Annex "D", Attestation and Proof of Compliance with Occupational Health and Safety (OHS); and
- (i) the Offeror's offer dated (*inserted at award of Standing Offer*).

## 7.14 Certifications

### 7.14.1 Compliance

The continuous compliance with the certifications provided by the Offeror with its offer and the ongoing cooperation in providing additional information are conditions of issuance of the Standing Offer (SO). Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO. If the Offeror does not comply with any certification, fails to provide the additional information, or if it is determined that any certification made by the Offeror in its offer is untrue, whether made knowingly or unknowingly, Canada has the right to terminate any resulting contract for default and set aside the Standing Offer.

### 7.14.2 SACC Manual Clauses

[M3020C](#) (2016-01-28) Status and Availability of Resources – Standing Offer

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## **7.15 Applicable Laws**

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Alberta.

## B. RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from a call-up against the Standing Offer.

### 7.1 Statement of Work

The Contractor must perform the Work described in the call-up against the Standing Offer.

### 7.2 Standard Clauses and Conditions

#### 7.2.1 General Conditions

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

### 7.3 Term of Contract

#### 7.3.1 Period of the Contract

The Work must be completed in accordance with the call-up against the Standing Offer.

### 7.4 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.

### 7.5 Payment

#### 7.5.1 Basis of Payment: Cost Reimbursable – Limitation of Expenditure

The Contractor will be paid for its costs reasonably and properly incurred in the performance of the Work, in accordance with the Basis of payment in **Annex “B”**, to a limitation of expenditure of \$ **(as determined at the time of call-up)**. Customs duties are included and Applicable Taxes are extra.

#### 7.5.2 Limitation of Expenditure

**7.5.2.1** Canada's total liability to the Contractor under the Contract must not exceed \$ **(as determined at the time of call-up)**. Customs duties are included and Applicable Taxes are extra.

**7.5.2.2** No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- a. when it is 75% committed, or
- b. four months before the contract expiry date, or
- c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

**7.5.2.3** If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

### **7.5.3 Single Payment**

SACC Manual clause [H1000C](#) (2008-05-12) Single Payment

### **7.5.4 SACC Manual Clauses**

SACC Manual clause [C0710C](#) (2007-11-30) Time and Contract Price Verification

## **7.6 Invoicing Instructions**

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

Each invoice must be supported by:

- (a) a copy of time sheets to support the time claimed;
- (b) a copy of the release document and any other documents as specified in the Contract;
- (c) a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;

**7.6.2** Invoices must be distributed as follows:

- (a) The original and one (1) copy must be forwarded as indicated in the call-up against the Standing Offer for certification and payment.

## **7.7 Insurance – Specific Requirements**

The Contractor must comply with the insurance requirements specified in **Annex "C"**. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

## **7.8 SACC Manual Clauses**

[A1009C](#) (2008-05-12) Work Site Access

[A9068C](#) (2010-01-11) Site Regulations

[B6802C](#) (2007-11-30) Government Property

## **7.9 Inspection and Acceptance**

The Project Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of

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the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

## ANNEX A – STATEMENT OF WORK

### TYPE 2 SUSTAINED ACTION WILDLAND FIREFIGHTING PERSONNEL FOR PARKS CANADA FIRE MANAGEMENT

#### 1. Description of Work

Parks Canada requires the provision of wildland firefighting personnel on an as and when requested basis in various National Parks and/or National Historic Site within Alberta, Saskatchewan, British Columbia, Manitoba and the Northwest Territories (see Appendix 2). The Contractor must provide physically fit and fully equipped crews trained to the standards outlined herein and fire ready for Sustained Action and other project work described herein.

#### 2. Scope of Work

- (a) The Contractor must provide fire suppression services and other project work described herein as requested by Parks Canada. The work to be performed includes, but is not limited to, the following:
- i. **Sustained Action Fire Suppression:** The Contractor must perform tactical assignments on fires assigned to the crew, including reporting on work progress, resource status and other important information to the Duty Officer or Incident Commander, or their designates. A thorough knowledge of intermediate fire behaviour, fire suppression tactics, ICS fireline organization, communications, air operations, fire safety and crew utilization is required. All sustained action fire suppression must be based on a written or oral incident action plan. Before any fire is considered out, the Contractor must ensure all hotspots have been extinguished and the fire area has been cold-trailed. On larger fires, mopup can include extinguishment of the entire fire perimeter to a predetermined distance into the fire as directed by the Parks Canada Representative. Only a Parks Canada Representative can declare a fire extinguished.
  - ii. **Chainsaw Work:** Falling of timber or clearing of brush within the fire area must be limited to vegetation which directly impacts employee safety and fire control operations (including hazardous trees). Removal of vegetation which does not constitute a safety or fire control problem, is not acceptable and considered “excessive”. If Parks Canada deems the Contractor has removed any vegetation, which it deems to be excessive, Parks Canada will notify the Contractor and the Contractor must ensure that further excessive removal does not occur. Failure to comply with such notification and any further situations of excessive vegetation removal may result in action being taken against the Contractor. Such actions may consist of a verbal or written warning, contract termination by default by the Contractor (SACC Manual clause 2010C 21 (2008-05-12) Default by the Contractor) with no minimum payment as outlined in Annex B – Basis of Payment, or legal recourse as outlined in the Canada National Parks Act and Regulations.
  - iii. **Preparation of Fire Breaks:** Hand guard, control line or a combination of the above and/or non-combustible natural fuel breaks or a wet line must contain all fires actioned by the Contractor. Hand guards must be thoroughly brushed out and dug to mineral soil. Such hand guards must be 30cm (1foot) or greater in width. On slopes in excess of 45 percent (45%), the hand guard must be of suitable depth to contain burning debris, which may be rolling downhill.
  - iv. **Pile Burning Operations:** Safe lighting, maintaining, managing and controlling of burn piles. Contractor must ensure that personnel are trained in the safe use of this type of equipment and procedures prior to undertaking the project. All safe work practices must be adhered to when this type of work is undertaken.
  - v. **Manual Labour:** The Contractor can be required to perform other manual labour as requested by Parks Canada which relates to fire management operations.
  - vi. **Hazardous tree assessment and falling:** the contractor must assess and fall hazardous trees for the purposes of maintaining staff safety as part of fire suppression, fire break, or fuel modification work. Hazard tree assessment and falling work that is associated with maintaining the safety of public areas, and not directly related to fire management is not part of the scope of work of this agreement.
-

- (b) The Contractor must be able to provide at least three (3) crews between April 01 and September 30 during each term of the Standing Offer. A crew consists of one (1) crew leader and four (4) crew members.
- (c) The following documentation must be submitted to the Parks Canada Representative prior to each call-up:
  - i. Crew Manifest;
  - ii. Vehicle Safety Inspection Certificate; and
  - iii. Cell phone number and satellite phone number for each crew leader and representative.

### **3. Wildland Firefighting Crew**

- (a) The Contractor must provide qualified wildland firefighting crew(s), each consisting of one (1) crew leader and four (4) additional crew members, to work under the direction of Parks Canada Representative as requested during the term of the Standing Offer.
- (b) The Contractor must ensure that each crew member:
  - i. Is at least 18 years of age and is capable of carrying out all duties;
  - ii. Meets and maintains the standards and conditions, as set out in Appendix 1;
  - iii. Meets and maintains a level of fitness proficiency training throughout the term of the Standing Offer;
  - iv. Is equipped to provide the services as indicated herein;
  - v. Is equipped with adequate spare clothing and personal gear to be self-sufficient for a continuous 48 hour period; and
  - vi. Is informed as to the conditions contained herein.
- (c) The wildland firefighting crew leader is to be considered to be the Contractor's Representative regarding operational activities while the crew is on fire duty or project work for Parks Canada.
- (d) The Contractor must provide a crew manifest to the Parks Canada Representative prior to commencement of the Work. The crew manifest must include, but not be limited to, the following for each individual: name, date of birth, position, list of required and valid training, dress weight, cargo weight, and emergency contact name and number (see Appendix 3).
- (e) The contractor must provide Parks Canada with a written request for any changes in crew members. Parks Canada may require up to 48 hours to approve any planned changes. Payment for such changes will not be made unless and until the new crew member is approved as per Appendix 1.
- (f) The Contractor must ensure the crew(s) it provides to Parks Canada are available for export within 24 hours of a call-up for fire suppression duties within any National Park or National Historic Site in Western and Northern Canada covered by a resulting Standing Offer (see Appendix 2).
- (g) The Contractor must provide a replacement crew leader or crew member acceptable to the Parks Canada Representative within 24 hours of notification of rejection of such crew leader or crew member by the Parks Canada Representative for non compliance with Appendix 1.
- (h) The Contractor must ensure each crew member is adequately equipped to carry out the Work. Such equipment includes, but is not limited to:
  - i. Coveralls or pant and shirt set that meet Canadian General Standards Board (CGSB)-155.22 standards to fireline work wear (two (2) sets per person – must be free of holes, tears, failed seams and excessive soiling);
  - ii. Canadian Standards Association (CSA) approved safety hard hat, footwear suitable for fireline operations with minimum 8 inch (20.3cm) height and non-slip soles;
  - iii. Ear protection (Peltor H7 or equivalent);
  - iv. Eye protection;
  - v. Leather work gloves;

- vi. Rain gear;
- vii. Sleeping bags (medium weight); and
- viii. Other personal effects as required.

Parks Canada is to provide crew members with all other required equipment.

- (i) The Contractor must ensure all Personal Protective Equipment (PPE) is worn while performing duties on the fireline.
- (j) The Contractor must ensure that only personal work-related and physical fitness clothing (including running shoes) and gear, personal hygiene articles and a good sleeping bag (medium weight) are on the fireline to a maximum of 65 lbs. (29.5 kg), excluding food, personal protective equipment and fireline equipment as per the Canadian Interagency Forest Fire Centre (CIFFC) standards. All clothing must be cotton or wool and not synthetic materials.
- (k) All crew members and crew leader(s) provided by the Contractor to perform work under the Standing Offer are considered employees of the Contractor and not employees or agents of the Crown. As such, the Contractor is responsible for the conduct, direction, health and safety and payment of all crew members and crew leader(s).
- (l) The Contractor must ensure all crew members actively participate in improving fire suppression operations by making suggestions to Parks Canada staff while on active fire duty and during post fire meetings.
- (m) The Contractor must ensure all crew members clearly understand and adhere to the standard fire orders, watchout situations and LACES (see Appendix 4).
- (n) The Contractor must ensure all crew members are safety conscious, comply with all regulations, and maintain a good safety record.
- (o) The Contractor is responsible for providing any commissary services.
- (p) The Contractor must ensure that a minimum of two (2) persons on each crew has and maintains a valid class 5 driver's license.

#### **4. Equipment and Supplies**

- (a) The Contractor must ensure each crew provided to Parks Canada is equipped with:
    - i. One (1) portable cellular phone AND one (1) portable satellite phone, fully operational for the term of the Standing Offer;
    - ii. Tents of adequate size or number for each crew;
    - iii. A Type 'A' First Aid Kit with supplementary supplies for remote workplaces (contents as per the Canada Occupational Health and Safety Regulations, Part 16.7, Schedules II and III);
    - iv. A chainsaw (min. 16" bar) and related PPE, tools, and spare parts;
    - v. Hand tools and flat files (two (2) shovels and three (3) pulaskis);
    - vi. Five (5) water backpacks complete with hand pumps; and
    - vii. Two (2) handheld Global Positioning Satellite devices capable of entering, marking, and storing waypoints (e.g. Garmin).
  - (b) The Contractor must ensure all operators of Parks Canada supplied radio communication systems, prior to using any such equipment, know and adhere to the following:
    - i. Call sign by which radio will be identified and call sign(s) of station(s) to be called;
    - ii. Operating schedule, if any, to be kept; and
    - iii. Frequencies authorized for use.
  - (c) The Contractor must ensure each crew has, at all times throughout the core and extension periods, the minimum equipment and supplies as issued to them at the start of the assignment or any additions as directed by the Parks
-



Canada Representative.

- (d) Where the Contractor is requested by the Parks Canada Representative to supply supplemental equipment (such as hand tools, pumps, etc.) and does so, it will be on the basis of a day-to-day rental agreement. Rental rates will be negotiated at the time the request is made.
- (e) The Contractor is responsible for the care, cleaning, and safekeeping of all equipment, materials and other items assigned by or requisitioned through Parks Canada for use under the Standing Offer. The Contractor is responsible for return of all such loaned items to the appropriate Parks Canada lending facility. Accidental loss or damage to Parks Canada equipment or facilities must be reported to the Parks Canada Representative as soon as practical. The Contractor is responsible for repair or replacement of any equipment so provided which is damaged beyond normal wear and tear or lost. Any equipment replaced by the Contractor must be of a comparable quality and is subject to approval by the Parks Canada Representative.
- (f) The Contractor is responsible for reimbursement of the cost of any expendable supplies (such as PPE, batteries, bug repellent, first aid supplies, etc.) provided by Parks Canada that the Contractor would normally supply.

## 5. Transportation

- (a) The Contractor is responsible for the upfront cost of transportation for mobilization/demobilization to and from their business address to the point of hire which could be anywhere in any National Park or National Historic Site within Western and Northern Canada covered by a resulting Standing Offer. Mobilization/demobilization costs will be reimbursed as per Annex B – Basis of Payment under the Standing Offer terms and conditions, these costs include crew and vehicle rates. Parks Canada will be responsible for transportation costs from one National Park/ National Historic Site to another National Park/ National Historic Site as required under a call-up.
- (b) The Contractor must supply and be responsible for transportation to, from, and while on the work site. Where access to the work site is by means other than motor vehicle, transport will be provided by Parks Canada from the nearest passable road or as otherwise agreed upon to the work site. A passable road is defined as a road or trail which is accessible by a four-wheel drive motor vehicle. Only crew members with valid driver's licenses must operate these vehicles.
- (c) All crew transport vehicles provided under the Standing Offer must be four-wheel drive crew cab or extended cab trucks in good operating condition with a current mechanical roadworthiness inspection certificate and fully insured for the term of the Standing Offer. Each truck must have locked storage in the back of adequate size for personal belongings and government issued equipment. The trucks and storage are subject to inspection and approval by the Parks Canada Representative.
- (b) The Contractor must immediately notify the Parks Canada Representative of any vehicles provided for work under the Standing Offer which become unserviceable (i.e. unable to be operated or unable to be operated in a safe manner). Any unserviceable vehicles must be repaired or replaced within 24 hours of becoming inoperable. Parks Canada may provide, at its sole discretion, transportation or a replacement vehicle for use by the Contractor for the duration of the transition period. The Contractor is responsible for any costs incurred by Parks Canada for such transportation or vehicle. The vehicle daily rate will not be paid for any unserviceable period. Replacement vehicles must meet all of the conditions indicated herein.

## 6. Schedule and Hours of Work

- (a) The Contractor must ensure that a sufficient number of crew leaders and crew members are available to work at all times during the schedule as indicated in the call-up. The total length of a call-up is not exceed 19 days in duration. Personnel are not to exceed 14 days of active fire duties, and will be required to take 2-4 days of rest before returning to duty as per the Work Rest Guidelines for Parks Canada Wildland Fire Operations Personnel (SOP-003).
- (b) The daily hours of work of the crew will be set by the Parks Canada Representative.

- (c) A workday is eight (8) working hours including coffee breaks and travel time both ways between the work site and designated marshalling point, unless stipulated and agreed upon otherwise in the call-up or resulting contract. Meal breaks are not included in the workday.
- (d) Time spent in camp or on "off-hours" are not classified as working time and will not be paid by Parks Canada.
- (e) If the Contractor fails to remain onsite and available for work in accordance with the agreed to schedule, Parks Canada is not be responsible for any costs to the Contractor from the time of departure from the site and the resulting contract shall be subject to contract termination by default by the Contractor (SACC Manual clause 2010C 21 (2008-05-12) Default by the Contractor) with no minimum payment as outlined in Annex B – Basis of Payment.

## 7. Meals and Accommodations

- (a) At the time of call-up, the Parks Canada Representative will indicate if the Contractor is authorized to supply reimbursable meals and accommodation. When releasing a Contractor from a job, the Parks Canada Representative will advise the Contractor of meals and accommodation which are authorized for the Contractor's return to the Contractor's point of hire.
- (b) The Contractor must include information on accommodation and meals submitted and identified on the signed daily time sheets and must obtain the signature of the Incident Commander or designate.
- (c) Parks Canada may require contract fire crews to stay in Parks Canada supplied fire camps while working on a job, which will be provided at no cost to the Contractor.
- (d) The Contractor must ensure that no alcohol and/or illegal drugs are located on or in any government facility or fire camp. Possession or any evidence of usage by any crewmember constitutes grounds for immediate removal of the crew member(s) from the Work.

## 8. Statutory Compliance and Occupational Health and Safety

- (a) The Contractor must ensure all work is performed in accordance with the Occupational Health and Safety Act and regulations.
- (b) The Contractor must, for the purposes of the Occupational Health and Safety Act (Alberta), Workers Compensation Act (British Columbia), Occupational Health and Safety Act and Regulations (Saskatchewan, Yukon), Work Place Safety and Health Act and Regulations (Manitoba), Safety Act and Regulations (Northwest Territories, Nunavut), and for the term of the Standing Offer:
  - i. Act as the Employer where there is only one (1) employer on the work site in accordance with the Authority Having Jurisdiction (AHJ);
  - ii. Accept the role of Prime Contractor where there are two (2) or more employers involved in work at the same time and space at the work site in accordance with the Authority Having Jurisdiction (AHJ); and
  - iii. In the event of two (2) or more Contractors working at the same time and space at the work site agree to the Parks Canada designated officer's order to:
    - 1) As the Prime Contractor, accept the responsibility for Parks Canada's other Contractor(s); or
    - 2) Accept Parks Canada's other Contractor's role as Prime Contractor and conform to that Contractor's Site Specific Health and Safety Plan.
- (c) The Contractor must immediately report to Parks Canada all work related incidents resulting in medical aid, disabling injury or fatality and serious accidents (defined in section 13(1.1) of the Occupational Health and Safety Act) occurring as a result of any services provided under the Standing Offer. Within 48 hours of the event, the Contractor must forward a copy of the accident report to the Parks Canada's designated officer. The Contractor must further ensure that, where required by regulations, accidents are reported to the Worker's Compensation Board.

(d) All injuries must be immediately reported to the Contractor's Representative and a First Aid record completed.

## **9. Parks Canada's Responsibilities**

- (a) Parks Canada guarantees a minimum of five (5) workdays per call-up to the crew(s). This guarantee only applies to initial crew(s) and does not apply to additional crew(s), nor does it apply if the contract is terminated by default by the Contractor.
- (b) Parks Canada will provide instructions to the Contractor pertaining to work to be performed and may issue such instructions verbally or in writing.
- (c) Parks Canada retains the right to reject any crew leader or crew member that does not meet the requirements stipulated herein including physical fitness standards (see Appendix 1).
- (d) The Parks Canada Representative has the right to refuse any personal items or equipment on the fire line.
- (e) Parks Canada shall provide the Contractor with a sufficient number of radios for communication purposes while performing work under this Offer. Parks Canada shall provide all users of such radios with instructions on proper use and care of the equipment.
- (f) Parks Canada shall monitor the Contractor's performance to ensure the terms and conditions of the Standing Offer and all other directions are being followed, especially pertaining to health and safety. Parks Canada reserves the right to stop the Contractor's work at its sole discretion in order to rectify any problem situations. Parks Canada shall not unreasonably invoke a stop work order. Parks Canada will not be responsible for any costs incurred as a result of a work stoppage.
- (g) Parks Canada will provide the Contractor with a minimum of 24 hours notice of the date of release from each call-up.

## APPENDIX A1 – FIRELINE QUALIFICATION FOR WILDLAND FIREFIGHTING CREWS

### 1. Entry Weight Guidelines

- (a) Total crew weight cannot exceed 1000lb (454.5kg). This weight can be distributed throughout the crew, however, this averages 200lb (90.9kg) maximum per crewmember as per “Parks Canada Fire Management Hover Exit Guidelines”.

### 2. Physical Fitness Standards

- (a) Each crew member must meet the following physical fitness standards known as the “Field Pack Test”:
  - i. The Field Pack Test requires individuals to walk a distance of 3.22 km (2 miles), carrying an 11.4 kg (25 lbs.) hose pack in less than 30 minutes. The test will be conducted on level ground over a firm, smooth, unobstructed surface.
- (b) Parks Canada reserves the right to conduct routine audits of fitness testing.

### 3. Medical Screening

- (a) The Contractor’s personnel must complete the Physical Activity Readiness Questionnaire (PAR-Q) (see Appendix 5) prior to fitness testing.
- (b) The cost of any medical requested by Parks Canada will be reimbursed upon receipt of report.

### 4. Qualification Requirements

- (a) Crew leader(s) must demonstrate aptitude for organization, communication and supervision.
- (b) Crewmembers must demonstrate aptitude for fire suppression and project work, and exhibit a good attitude toward work and supervisors.
- (c) **Crew Leader Training:**
  - i. Wildland Crew Leader Training in training course approved by Parks Canada
  - ii. Standard First Aid & CPR
  - iii. Incident Command System I-100
  - iv. Transportation of Dangerous Goods – Air and Ground
  - v. WHMIS
- (d) **Crew Member Training:**
  - i. Wildland Crewmember Training in training course approved by Parks Canada
  - ii. Standard First Aid & CPR
  - iii. Incident Command System I-100
  - iv. Transportation of Dangerous Goods – Air and Ground
  - v. WHMIS
- (e) At least one (1) member of the crew, excluding the crew leader, must have successfully completed Chainsaw Training in a training course approved by Parks Canada.
- (f) At least one (1) member of the crew must have Basic Wilderness First Aid Training (20 hours).

(g) **Experience:**

i. **Crew Leader:**

- 1) Minimum two (2) seasons as a crew member on initial attack and/or sustained action fire situations where helicopters, air tankers and heavy equipment have been utilized in the suppression effort.
- 2) Minimum of ten (10) active fire days acting as crew leader on initial attack and/or sustained action fire situations where helicopters, air tankers and heavy equipment have been utilized in the suppression effort.
- 3) Knowledge of fire camp set up and operations, ground foam systems and application, sprinkler systems, water delivery systems, burn-out operations, and a basic knowledge of types and capabilities of heavy equipment.

ii. **Crew Members:** (at least two (2) members of the crew must have)

- 1) Minimum five (5) fires or 150 hours of wildland fireline duty time as a sustained action crewmember.
- 2) Hand-line construction, water delivery, chainsaw operations, burnout operations, fire camp setup and operation.

## APPENDIX A2 – NATIONAL PARKS AND NATIONAL HISTORIC SITES

The following National Parks and National Historic Sites are covered by the Standing Offer:

1. Banff National Park of Canada, Alberta
2. Bar U Ranch National Historic Site of Canada, Longview, Alberta
3. Elk Island National Park of Canada, Alberta
4. Jasper National Park of Canada, Alberta
5. Rocky Mountain House National Historic Site of Canada, Rocky Mountain House, Alberta
6. Waterton Lakes National Park of Canada, Alberta
7. Wood Buffalo National Park of Canada, Alberta/ Northwest Territories
8. Glacier National Park of Canada, British Columbia
9. Kootenay National Park of Canada, British Columbia
10. Mount Revelstoke National Park of Canada, British Columbia
11. Yoho National Park of Canada, British Columbia
12. Batoche National Historic Site of Canada, Batoche, Saskatchewan
13. Fort Walsh National Historic Site of Canada, Merryflat, Saskatchewan
14. Grasslands National Park of Canada, Saskatchewan
15. Prince Albert National Park of Canada, Saskatchewan
16. Riding Mountain National Park of Canada, Manitoba

**APPENDIX A3 – CONTRACT CREW MANIFEST**

Date: \_\_\_\_\_

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

Crew Number: \_\_\_\_\_

| Name | D.O.B. | Position | Emergency Contact Name | Emergency Contact Number | Dress Weight (lbs) | Cargo Weight (lbs) | I-100                    | Standard First Aid       | WHMIS                    | TDG                      | Chainsaw – Faller        | Chainsaw – Bucker        | Wilderness First Aid     |
|------|--------|----------|------------------------|--------------------------|--------------------|--------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
|      |        |          |                        |                          |                    |                    | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|      |        | Leader   |                        |                          |                    |                    | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|      |        | Member   |                        |                          |                    |                    | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|      |        | Member   |                        |                          |                    |                    | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|      |        | Member   |                        |                          |                    |                    | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|      |        | Member   |                        |                          |                    |                    | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

Call-ups against the Standing Offer will not be made if crew leaders and crew members do not meet fitness and training standards outlined in Annex A – Statement of Work. As outlined in the Statement of Work, each crew provided must have at least one (1) crew member that has completed chainsaw training and at least one (1) crew member that has current Basic Wilderness First Aid Training. As per item 3.(d) in the Statement of Work, a crew manifest will be required at the time of call-up and prior to commencement of work.

## APPENDIX A4 – WATCH OUT SITUATIONS, STANDARD FIRE ORDERS AND LACES

### The 18 Watch Out Situations:

1. Fire not scouted and sized up.
2. In country not seen in daylight.
3. Safety zones and escape routes not identified.
4. Unfamiliar with weather and local factors influencing fire behavior
5. Uninformed on strategy, tactics, and hazards.
6. Instructions and assignments not clear.
7. No communication link between crewmembers and supervisors.
8. Constructing line without safe anchor point.
9. Building line downhill with fire below.
10. Attempting frontal assault on fire.
11. Unburned fuel between you and the fire.
12. Cannot see main fire, not in contact with anyone who can.
13. On a hillside where rolling material can ignite fuel below.
14. Weather gets hotter and drier.
15. Wind increases and/or changes direction.
16. Getting frequent spot fires across line.
17. Terrain or fuels make escape to safety zones difficult.
18. Feel like taking a nap near fireline.

### 10 Standard Fire Orders:

#### Fire Behavior

1. Keep informed on fire weather conditions and forecasts.
2. Know what your fire is doing at all times.
3. Base all actions on current and expected behavior of the fire.

#### Fireline Safety

4. Identify escape routes and safety zones and make them known.
5. Post lookouts when there is possible danger.
6. Be alert. Keep calm. Think clearly. Act decisively.

#### Organizational Control

7. Maintain prompt communications with your forces, your supervisor and adjoining forces.
8. Give clear instructions and insure they are understood.
9. Maintain control of your forces at all times.

#### If 1-9 are considered, then...

10. Fight fire aggressively, having provided for safety first.

The 10 Standard Fire Orders are firm. We don't break them; we don't bend them. All firefighters have the right to a safe assignment.

### LACES:

Lookouts  
Anchor Points  
Communications  
Escape Routes  
Safety Zones



**Solicitation No. - N° de l'invitation**  
5P420-18-0008/A

**Amd. No. - N° de la modif.**  
00

**Contracting Authority - Autorité contractante**  
Joanne S. Cuthbert

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

**Title - Sujet**  
Type 2 Sustained Action Wildland Firefighting Personnel for Parks Canada Fire Management

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This simple acronym reminds firefighters to establish **L**ookouts, work from **A**nchor points, and establish **C**ommunications, **E**scape routes and **S**afety zones.

**Solicitation No. - N° de l'invitation**  
5P420-18-0008/A

**Amd. No. - N° de la modif.**  
00

**Contracting Authority - Autorité contractante**  
Joanne S. Cuthbert

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

**Title - Sujet**  
Type 2 Sustained Action Wildland Firefighting Personnel for Parks Canada Fire Management

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## **APPENDIX A5 – PAR-Q FORM**

Under separate attachment as *AppendixA5\_18-0008.pdf*

## ANNEX "B" - BASIS OF PAYMENT

### Financial Offer Submission Requirements

- (a) Offerors must submit their financial offer in accordance with the Basis of Payment.
- (b) Customs duties are included and Applicable Taxes are extra.
- (c) All prices are in Canadian dollars.
- (d) Should there be an error in the extended pricing of the Offerer's proposal, the unit pricing shall prevail and the extended pricing shall be corrected in the evaluation.

### 1. Firm Vehicle Rates

The Contractor will be paid for a minimum of five (5) work days per vehicle per individual call-up (excluding any amendments). For any time the vehicle is used beyond the initial five (5) days, the Contractor will be paid the daily rate for each additional day used. This rate is all-inclusive and includes, but is not limited to, cost of vehicle, insurance, oil, maintenance, and repairs.

**Note:** Vehicle costs on days of mobilizing or demobilizing to or from a national park/historic site and the Contractor's business address must be built into the pricing under part 4. Firm Mobilization and Demobilization Rates set out below.

**Offerors must submit firm rates all items listed in the table below.**

| Item No. | Description                                     | Unit of Measurement | Firm rates for the period of the Standing Offer from: |                                  |                                  |
|----------|---|---------------------|---|----------------------------------|----------------------------------|
|          |   |                     | Date of Offer to March 31, 2019                       | April 01, 2019 to March 31, 2020 | April 01, 2020 to March 31, 2021 |
| 1.1      | Vehicle Rate - per crew cab or extended cab 4x4 | Per Vehicle Per Day | \$  | \$                               | \$                               |

**Note:**

Fuel Expense will be paid at cost without markup. Reimbursement will be provided with proof of receipts.

### 2. Firm Crew Rates

The Contractor will be paid for a minimum of five (5) work days per crew per individual call-up (excluding any amendments). For any time worked beyond the initial five (5) days, the Contractor will be paid the daily rate for each additional day worked.

Additional crews provided under each individual call-up are not guaranteed the minimum of five (5) work days and the Contractor will only be paid actual days worked for additional crews.

The Contractor will be paid a daily rate per crew for the first eight (8) hours worked in a day. This rate is all-inclusive and includes, but is not limited to, administration, labour, employee benefits, insurance, Worker's Compensation coverage, unless otherwise specified in the Standing Offer.

A workday is eight (8) working hours including coffee breaks and travel time both ways between the work site and designated marshalling point, unless stipulated and agreed upon otherwise in the call-up. Meal breaks are not

included in the workday.

Where the Contractor's crew continues to work beyond the normal eight (8) hour workday, all additional hours worked will be paid at an hourly rate per crew until the end of the shift.

Time spent in camp or on "off-hours" are not classified as working time and shall not be paid by Parks Canada.

Firm Crew Rates are for a five (5) man crew that includes one (1) crew leader and four (4) crew members.

**Note:** Crew costs on days of mobilizing or demobilizing to or from a national park/historic site and the Contractor's business address must be built into the pricing under part 4. Firm Mobilization and Demobilization Rates set out below.

**Offerors must submit firm rates for all items listed in the table below.**

| Item No. | Description   | Unit of Measurement | Firm rates for the period of the Standing Offer from: |                                  |                                  |
|----------|---|---------------------|---|----------------------------------|----------------------------------|
|          |   |                     | Date of Offer to March 31, 2019                       | April 01, 2019 to March 31, 2020 | April 01, 2020 to March 31, 2021 |
| 2.1      | Crew Rate - for five (5) man crew based on an eight (8) hour work day   | Per Crew Per Day    | \$  | \$                               | \$                               |
| 2.2      | Crew Rate - for five (5) man crew <u>for statutory holidays</u> based on an eight (8) hour work day           | Per Crew Per Day    | \$  | \$                               | \$                               |
| 2.3      | Crew Rate - for hours worked in excess of eight (8) hours per five (5) man crew                               | Per Crew Per Hour   | \$  | \$                               | \$                               |
| 2.4      | Crew Rate - for hours worked in excess of eight (8) hours per five (5) man crew <u>for statutory holidays</u> | Per Crew Per Hour   | \$  | \$                               | \$                               |

### 3. Accommodations and Meals

If the Contractor has received prior authorization from Parks Canada for accommodations, accommodation expenses will be reimbursed at a flat rate of **\$120.00** per room with two (2) of the Contractor's personnel sharing a room (any deviation requires prior approval from Parks Canada). Receipts will not be required.

Parks Canada may require contract fire crews to stay in Parks Canada supplied fire camps while working on a job, which will be provided at no cost to the Contractor.

The prior approval of the Parks Canada Representative is required for a Contractor's crew or any person who is not working to stay in a fire camp supplied by Parks Canada. The Contractor must deduct **\$72.00** per person per day in these circumstances.

If the Contractor has received prior authorization from Parks Canada for meals, meal allowances will be paid in accordance with Appendix C of the [Treasury Board Travel Directive](#).

#### 4. Firm Mobilization and Demobilization Rates

The Contractor will be paid a single payment per crew per individual call-up to compensate for variable mobilization and demobilization expenses relating to the geographical location of each National Park and/or National Historic Site. A Mobilization/ Demobilization Point is specified for each National Park and National Historic Site covered by the Standing Offer. The Contractor is responsible for transportation to and from their business address to the Mobilization/ Demobilization Point. The firm rate includes both mobilization and demobilization from the specified location.

**Note:** Mobilization/demobilization rates must include vehicle, fuel and crew costs on days of mobilizing or demobilizing to or from a national park/historic site and their business address.

**Offerors must submit firm prices for one (1) or multiple groups of items in the table below. However, Offerors must submit firm prices for all items listed in the group(s) of items for which they submit prices. The groups of items are as follows:**

- (a) Alberta: Items 4.1 through 4.6 inclusive
- (b) Northwest Territories: Item 4.7
- (c) British Columbia: Items 4.8 through 4.11 inclusive
- (d) Saskatchewan: Items 4.12 through 4.15 inclusive
- (e) Manitoba: Item 4.16

| Item No.                      | National Park / National Historic Site      | Mobilization / Demobilization Point | Firm rates for the period of the Standing Offer from: |                                  |                                  |
|-------------------------------|---|-------------------------------------|---|----------------------------------|----------------------------------|
|                               |   |                                     | Date of Offer to March 31, 2019                       | April 01, 2019 to March 31, 2020 | April 01, 2020 to March 31, 2021 |
| <b>Alberta:</b>               |   |                                     |   |                                  |                                  |
| 4.1                           | Banff National Park                         | Banff, AB                           | \$  | \$                               | \$                               |
| 4.2                           | Bar U Ranch National Historic Site          | Longview, AB                        | \$  | \$                               | \$                               |
| 4.3                           | Elk Island National Park                    | Edmonton, AB                        | \$  | \$                               | \$                               |
| 4.4                           | Jasper National Park                        | Jasper, AB                          | \$  | \$                               | \$                               |
| 4.5                           | Rocky Mountain House National Historic Site | Rocky Mountain House, AB            | \$  | \$                               | \$                               |
| 4.6                           | Waterton Lakes National Park                | Waterton Park, AB                   | \$  | \$                               | \$                               |
| <b>Northwest Territories:</b> |   |                                     |   |                                  |                                  |
| 4.7                           | Wood Buffalo National Park                  | Fort Smith, NT                      | \$  | \$                               | \$                               |
| <b>British Columbia:</b>      |   |                                     |   |                                  |                                  |
| 4.8                           | Glacier National Park                       | Revelstoke, BC                      | \$  | \$                               | \$                               |
| 4.9                           | Kootenay National Park                      | Radium, BC                          | \$  | \$                               | \$                               |

|                      |                                   |                   |    |    |    |
|----------------------|-----------------------------------|-------------------|----|----|----|
| 4.10                 | Mount Revelstoke National Park    | Revelstoke, BC    | \$ | \$ | \$ |
| 4.11                 | Yoho National Park                | Radium, BC        | \$ | \$ | \$ |
| <b>Saskatchewan:</b> |                                   |                   |    |    |    |
| 4.12                 | Batoche National Historic Site    | Batoche, SK       | \$ | \$ | \$ |
| 4.13                 | Fort Walsh National Historic Site | Merryflat, SK     | \$ | \$ | \$ |
| 4.14                 | Grasslands National Park          | Val Marie, SK     | \$ | \$ | \$ |
| 4.15                 | Prince Albert National Park       | Waskesiu Lake, SK | \$ | \$ | \$ |
| <b>Manitoba:</b>     |                                   |                   |    |    |    |
| 4.16                 | Riding Mountain National Park     | Wasagaming, MB    | \$ | \$ | \$ |

**Notes:**

- (a) Unidentified costs will not be allowable under the Contract unless there is a change to the work requirements and addressed by a contract amendment issued by the Contracting Authority.
- (b) Additional payment terms and conditions will not apply to the contract.
- (c) Customs duties are included and Applicable Taxes are extra.
- (d) Firm unit prices will remain firm for the entire period of the Standing Offer period and option year period(s).
- (e) The Contractor is responsible for reimbursement of the cost of any expendable supplies (such as PPE, batteries, bug repellent, first aid suppliers, etc.) provided by Parks Canada that the Contractor would normally supply.
- (f) If the Contractor fails to remain onsite and available for work in accordance with the agreed to schedule under the call-up, Parks Canada is not be responsible for any costs to the Contractor from the time of departure from the site and the resulting contract shall be subject to contract termination by default by the Contractor (SACC Manual clause 2010C 21 (2014-09-25) Default by the Contractor) with no minimum payment guarantee.
- (g) Parks Canada reserves the right to stop the Contractor's work at its sole discretion in order to rectify any problem situations. Parks Canada shall not unreasonably invoke a stop work order. Parks Canada will not be responsible for any costs incurred as a result of a work stoppage.
- (h) The cost of any medical requested by Parks Canada will be reimbursed upon receipt of report.
- (i) Parks Canada may deduct any monies owing by the Contractor from invoices submitted for payment by the Offeror.

## ANNEX "C" – INSURANCE

### 1. Commercial General Liability Insurance

- 1.1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than **\$2,000,000** per accident or occurrence and in the annual aggregate.
- 1.2. The Commercial General Liability policy must include the following:
  - (a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Parks Canada Agency.
  - (b) Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
  - (c) Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
  - (d) Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
  - (e) Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
  - (f) Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
  - (g) Employees and, if applicable, Volunteers must be included as Additional Insured.
  - (h) Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
  - (i) Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
  - (j) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
  - (k) If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.

## 2. Automobile Liability Insurance

- 2.1. The Contractor must obtain Automobile Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than **\$2,000,000** per accident or occurrence.
- 2.2. The policy must include the following:
- (a) Third Party Liability - **\$2,000,000** Minimum Limit per Accident or Occurrence;
  - (b) Accident Benefits - all jurisdictional statutes;
  - (c) Uninsured Motorist Protection;
  - (d) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.



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**ANNEX "D" - ATTESTATION AND PROOF OF COMPLIANCE WITH OCCUPATIONAL HEALTH AND SAFETY (OHS)**

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

**Submission of this completed form, satisfactory to Parks Canada, is a condition of gaining access to the work place.**

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

| <b>Parks Canada Responsible Authority/Project Lead</b>      | <b>Address</b> | <b>Contact Information</b> |
|---|----------------|----------------------------|
| <b>Project Manager/Contracting Authority</b>                |                |                            |
| <b>Prime Contractor</b>                                     |                |                            |
| <b>Subcontractor(s)</b> (add additional fields as required) |                |                            |

|                         |
|-------------------------|
| <b>Location of Work</b> |
|-------------------------|

|  |
|--|
| <b>General Description of Work to be Completed</b> |
|--|

**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.

---

|             |                  |             |
|-------------|------------------|-------------|
| <b>Name</b> | <b>Signature</b> | <b>Date</b> |
|-------------|------------------|-------------|

**ANNEX "E" - INTEGRITY PROVISIONS – LIST OF NAMES FOR INTEGRITY VERIFICATION FORM**

**Requirements**

Section 17 of the *Ineligibility and Suspension Policy* (the Policy) requires suppliers, regardless of their status under the Policy, to submit a list of names when participating in a procurement process. The required list differs depending on the bidder or offeror's organizational structure:

**Instructions**

- Suppliers including those bidding as joint ventures, whether incorporated or not, must provide a complete list of the names of all current directors.
- Privately owned corporations must provide a list of the owners' names.
- Suppliers bidding as sole proprietors, including sole proprietors bidding as joint ventures, whether incorporated or not, must provide a complete list of the names of all owners.
- Suppliers that are a partnership do not need to provide a list of names.

Suppliers may use this form to provide the required list of names with their bid or offer submission. Failure to submit this information with a bid or offer, where required, will render a bid or offer non-responsive, or the supplier otherwise disqualified for award of a contract or real property agreement. Please refer to [Information Bulletin: Required information to submit a bid or offer](#) for additional details.

|                                  |  |
|----------------------------------|--|
| <b>Organizational Structure:</b> | <input type="checkbox"/> Corporate Entity            |
|                                  | <input type="checkbox"/> Privately Owned Corporation |
|                                  | <input type="checkbox"/> Sole Proprietor             |
|                                  | <input type="checkbox"/> Partnership                 |

**List of Names** (see instructions above)

| Name | Title |
|------|-------|
|      |       |
|      |       |
|      |       |
|      |       |
|      |       |
|      |       |
|      |       |
|      |       |
|      |       |
|      |       |

Solicitation No. - N° de l'invitation  
5P420-18-0008/A

Amd. No. - N° de la modif.  
00

Contracting Authority - Autorité contractante  
Joanne S. Cuthbert

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

Title - Sujet  
Type 2 Sustained Action Wildland Firefighting Personnel for Parks Canada Fire Management

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## Declaration

I, (name) \_\_\_\_\_, (position) \_\_\_\_\_

\_\_\_\_\_, of (supplier's name) \_\_\_\_\_

\_\_\_\_\_, declare that the information provided in this Form is, to the best of my knowledge and belief, true, accurate and complete. I am aware that failing to provide the list of names will render a bid or offer non-responsive, or I will be otherwise disqualified for award of a contract or real property agreement. I am aware that during the bid or offer evaluation stage, I must, within 10 working days, inform the contracting authority in writing of any changes affecting the list of names submitted. I am also aware that after contract award I must inform the Registrar of Ineligibility and Suspension within 10 working days of any changes to the list of names submitted.

---

Signature

## ANNEX "F" – TECHNICAL EVALUATION

### 1. Mandatory Technical Criteria

Bids will be evaluated against the Mandatory Technical Criteria below.

| Item No. | Evaluation Criteria   |
|----------|---|
| 1.1      | The Offeror must complete and submit <i>Annex G – Mandatory Technical Criteria Bid Submission Form</i> with their offer.  |
| 1.2      | <b>Wildland Firefighting Crews</b><br>The Offeror must demonstrate that the crews provided will meet the minimum requirements outlined in section 3.(b) of <i>Annex A – Statement of Work</i> and <i>Appendix A1 – Fireline Qualification for Wildland Firefighting Crews</i> . |
| 1.3      | <b>Equipment, Transportation and Supplies</b><br>The Offeror must demonstrate that the equipment, supplies, and transportation meet the requirements outlined in sections 3.(h), 3.(j), 4.(a) and 5.(c) of <i>Annex A – Statement of Work</i> .                                 |

For a bid to be declared responsive to the solicitation requirements it must demonstrate and meet all Mandatory Technical Criteria. Bids declared non-responsive to the Mandatory Technical Criteria will be given no further evaluation.

### 2. Point Rated Technical Criteria

In order to facilitate the evaluation of the technical offer, Offerors are requested to use *Annex H – Sample Submission Template for Point Rated Technical Criteria*.

The technical offer should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the technical offer will be evaluated. Simply repeating the statement contained in the solicitation is not sufficient.

Bidders are requested to submit a copy of their Standard Operating Procedures outlining:

(a) Crew leader and crew member qualification standards:

- i. minimum age
- ii. training and experience requirements
- iii. medical and fitness standards
- iv. licences / certifications

(b) Equipment and transportation standards:

- i. equipment issued to each crew
- ii. equipment maintenance standards
- iii. vehicle transportation standards (vehicle size, on-board equipment, inspection certificate)

Bids will be evaluated against the Point Rated Technical Criteria below.

| Item No. | Evaluation Criteria  | Weight |
|----------|--|--------|
| 2.1      | <p>The Offeror demonstrates an ability to supply competent personnel including but not limited to:</p> <ul style="list-style-type: none"> <li>(a) Recruitment, training, and quality control procedures;</li> <li>(b) Details on the Offeror's training, medical and fitness standards/ programs;</li> <li>(c) The number of crews and personnel the Offeror can provide and how they are organized;</li> <li>(d) Availability of back-up personnel;</li> <li>(e) For three (3) key crew leaders and three (3) key crew members: the number of incidents personnel have worked in the last five (5) years. Include location of incident, year, position, number of hours worked, and details of assignment (e.g. initial attack, sustained action, or prescribed burn); and</li> <li>(f) Any notable accomplishments, achievements, or awards.</li> </ul>  | 3.0    |
| 2.2      | <p>The Offeror demonstrates a suitable level of corporate structure, background, and experience including but not limited to:</p> <ul style="list-style-type: none"> <li>(a) A brief description of a maximum of five (5) incidents relevant to this Request for Standing Offer, completed over the last three (3) years by the Offeror, or its key personnel;</li> <li>(b) For the above incidents: the names of key personnel who were directly or indirectly involved and describe their respective responsibilities;</li> <li>(c) For the above incidents: indicate agency worked for, location of incident, year, length of assignment, and details of assignment (e.g. initial attack, sustained action, or prescribed burn);</li> <li>(d) For the above incidents: describe scope of services rendered, notable achievements, challenges and how challenges were dealt with;</li> <li>(e) Organization of the company showing roles and responsibilities of key personnel in the Offeror's organization;</li> <li>(f) Roles and responsibilities of key personnel that will perform the majority of the work resulting from call-ups under a resulting Standing Offer; and</li> <li>(g) Approach to responding to the individual call-ups which may arise as a result of the Standing Offer.</li> </ul> | 3.0    |

|                                |  |            |
|--------------------------------|--|------------|
| <b>2.3</b>                     | The Offeror clearly demonstrates an understanding of the scope and objectives of the Work required including but not limited to:<br><br>(a) A detailed list of the services the Offeror is able to provide.  | <b>2.0</b> |
| <b>2.4</b>                     | The Offeror clearly demonstrates a grasp of the Technical Specifications of the Statement of Work including but not limited to:<br><br>(a) List of the type of equipment, including personal protective equipment, and supplies that will be provided by the Offeror to their personnel. Include make/model where appropriate; and<br><br>(b) Description of the type of transportation that will be provided by the Offeror to their personnel. | <b>2.0</b> |
| <b>2.5</b>                     | The Offeror clearly demonstrates a commitment to safe work practices including but not limited to:<br><br>(a) Submission of company safe work practices guidelines or procedures that cover use of PPE, incident response/reporting procedures, safety record keeping, work/rest guidelines  | <b>3.0</b> |
| <b>2.6</b>                     | The Offeror demonstrates an ability to respond to potential problems including but not limited to:<br><br>(a) Equipment failure; and<br><br>(b) Human resource issues relating to conflict resolution, drug/ alcohol use, incidental expenses by company personnel.  | <b>2.0</b> |
| <b>Total Points Available</b>  |  | <b>150</b> |
| <b>Minimum Points Required</b> |  | <b>105</b> |

Each Point Rated Technical Criteria will be rated in accordance with the Point Criteria below.

| <b>Point Criteria</b>   |
|---|
| <p><b>0 - 5: Not addressed or not acceptable</b></p> <ul style="list-style-type: none"><li>• No details provided</li><li>• Demonstrates lack of understanding of the requirement</li><li>• Evaluated as not meeting the requirement or the requirement's intent</li></ul> <p><b>6: Limited</b></p> <ul style="list-style-type: none"><li>• Major deficiencies exist</li><li>• Demonstrates a limited understanding of the requirement</li><li>• Insufficient for the effective performance of the Work</li></ul> <p><b>7: Good</b></p> <ul style="list-style-type: none"><li>• Minor deficiencies exist</li><li>• Demonstrates the capability to meet most of the requirement</li><li>• Demonstrates a good understanding of the requirement</li></ul> <p><b>8: Excellent</b></p> <ul style="list-style-type: none"><li>• Demonstrates a complete and accurate understanding of the requirement</li><li>• Demonstrates a clear understanding and appreciation of the Work</li></ul> <p><b>9 - 10: Outstanding</b></p> <ul style="list-style-type: none"><li>• Demonstrates a clear, accurate and in-depth understanding of the requirement</li><li>• Demonstrates a very good appreciation of the Work</li><li>• Details provided are original, specific and innovative</li></ul> |



**ANNEX “G” – MANDATORY TECHNICAL CRITERIA BID SUBMISSION FORM**

The Offeror must complete and submit this Annex with their offer.

Check one of the below options for each criteria and describe details in the technical offer.

| <b>1.2. Wildland Firefighting Crews</b>  |                |
|--|----------------|
| i. Crew members are at least 18 years of age.  | Yes ( ) No ( ) |
| ii. Crew members meet prescribed medical and physical fitness standards by successfully completing “Physical Activity Readiness Questionnaire” and the “Field Pack Test”.  | Yes ( ) No ( ) |
| iii. All crew members meet the minimum training requirements including “Standard First Aid & CPR”, “Incident Command System I-100”, “Transportation of Dangerous Goods – Air and Ground”, “WHMIS” and at least two (2) crew members per crew possess a valid driver’s license. | Yes ( ) No ( ) |
| iv. Crew members meet additional training requirements including a Wildland Crewmember Training course approved by Parks Canada.   | Yes ( ) No ( ) |
| v. Crew leaders meet additional training requirements including a Wildland Crew Leader Training course approved by Parks Canada.   | Yes ( ) No ( ) |
| vi. Crew leaders meet minimum experience requirements of two (2) seasons as a crew member in fire situations involving helicopters, tankers and heavy equipment.   | Yes ( ) No ( ) |
| vii. Crew leaders meet minimum experience requirements of ten (10) active fire days acting as a crew leader in fire situations involving helicopters, tankers and heavy equipment.   | Yes ( ) No ( ) |
| viii. Crew configurations include at least one (1) crew member who has successfully completed Parks Canada approved courses in “Chainsaw Operation” and “Basic Wilderness First Aid”.  | Yes ( ) No ( ) |
| ix. Crew configurations include at least two (2) crew members with a minimum of five (5) fires or 150 hours of wildland fireline duty time with experience in hand-line construction, water delivery, chainsaw operation, burnout operations, and fire camp operation.         | Yes ( ) No ( ) |

**Note:**

Parks Canada approved courses are those which conform to the Canadian Interagency Forest Fire Centre Interagency Exchange Standards for Type II crew leaders and crew members.

| <b>1.3. Equipment, Transportation and Supplies</b>  |                       |
|---|-----------------------|
| i. Each crew is equipped with a fully operational cellular phone, portable satellite phone, two (2) handheld GPS devices, Type 'A' First Aid Kit, and sufficient tents for the crew.  | <b>Yes ( ) No ( )</b> |
| ii. Each crew is equipped with a minimum of one (1) chainsaw (min 16" bar), 2 shovels, 3 pulaskis, 5 water backpacks with hand pumps, and all necessary personal protective equipment and field maintenance tools specific to this equipment. | <b>Yes ( ) No ( )</b> |
| iii. Each crewmember is equipped with personal gear including a sleeping bag, non-synthetic clothing and personal protective equipment that conforms to the Canadian Interagency Forest Fire Centre standards.                                | <b>Yes ( ) No ( )</b> |
| iv. Each crew is supplied with transport vehicles which are four-wheel drive, crew-cab or extended cab configuration, have locked storage in the back, possess current mechanical roadworthiness certification and are fully insured.         | <b>Yes ( ) No ( )</b> |

**ANNEX “H” – SAMPLE SUBMISSION TEMPLATE FOR POINT RATED TECHNICAL CRITERIA**

It is recommended that the Offeror use the format outlined below to address each item of the Point Rated Technical Criteria. Preference may be given to companies that provide Safe Work Procedures (SWP) or Safe Operating Procedures (SOP) directly relating to evaluation criteria. If evaluation criteria are covered by an SWP or SOP, please identify the specific SWP or SOP in the form below.

| Item No. | Evaluation Criteria   | Response / SWP / SOP |
|----------|---|----------------------|
| 2.1      | The Offeror demonstrates an ability to supply competent personnel including:          |                      |
| (a)      | Recruitment, training, and quality control procedures;                                |                      |
| (b)      | Details on the Offeror's training, medical and fitness standards/ programs;           |                      |
| (c)      | The number of crews and personnel the Offeror can provide and how they are organized; |                      |
| (d)      | Availability of back-up personnel;  |                      |

|     |   |  |
|-----|---|--|
| (e) | For three (3) key crew leaders and three (3) key crew members: the number of incidents personnel have worked in the last five (5) years. Include location of incident, year, position, number of hours worked, and details of assignment (e.g. initial attack, sustained action, or prescribed burn); and |  |
| (f) | Any notable accomplishments, achievements, or awards.   |  |

| Item No. | Evaluation Criteria   | Response / SWP / SOP |
|----------|---|----------------------|
| 2.2      | The Offeror demonstrates a suitable level of corporate structure, background, and experience including:   |                      |
| (a)      | A brief description of a maximum of five (5) incidents relevant to this Request for Standing Offer, completed over the last three (3) years by the Offeror, or its key personnel;             |                      |
| (b)      | For the above incidents: the names of key personnel who were directly or indirectly involved and describe their respective responsibilities;  |                      |
| (c)      | For the above incidents: indicate agency worked for, location of incident, year, length of assignment, and details of assignment (e.g. initial attack, sustained action, or prescribed burn); |                      |

|     |  |  |
|-----|--|--|
| (d) | For the above incidents: describe scope of services rendered, notable achievements, challenges and how challenges were dealt with;                   |  |
| (e) | Organization of the company showing roles and responsibilities of key personnel in the Offeror's organization;                                       |  |
| (f) | Roles and responsibilities of key personnel that will perform the majority of the work resulting from call-ups under a resulting Standing Offer; and |  |
| (g) | Approach to responding to the individual call-ups which may arise as a result of the Standing Offer.   |  |

| Item No. | Evaluation Criteria   |                             |
|----------|---|-----------------------------|
| 2.3      | The Offeror clearly demonstrates an understanding of the scope and objectives of the Work required including: | <b>Response / SWP / SOP</b> |
| (a)      | A detailed list of the services the Offeror is able to provide.   |                             |

| Item No. | Evaluation Criteria   | Response / SWP / SOP |
|----------|---|----------------------|
| 2.4      | The Offeror clearly demonstrates a grasp of the Technical Specifications of the Statement of Work including:  |                      |
| (a)      | A List of the type of equipment, including personal protective equipment, and supplies that will be provided by the Offeror to their personnel. Include make/model where appropriate; and |                      |
| (b)      | A description of the type of transportation that will be provided by the Offeror to their personnel.  |                      |

| Item No. | Evaluation Criteria  | Response / SWP / SOP |
|----------|--|----------------------|
| 2.5      | The Offeror clearly demonstrates a commitment to safe work practices including:  |                      |
| (a)      | Submission of company safe work practices guidelines or procedures that cover use of PPE, incident response/reporting procedures, safety record keeping, work/rest guidelines. |                      |

| Item No. | Evaluation Criteria   | Response / SWP / SOP |
|----------|---|----------------------|
| 2.6      | The Offeror demonstrates an ability to respond to potential problems including: |                      |

---

|     |   |  |
|-----|---|--|
| (a) | Equipment failure; and  |  |
| (b) | Human resource issues relating to conflict resolution, drug/ alcohol use, incidental expenses by company personnel. |  |