



# RETURN BIDS TO: RETOURNER LES SUBMISSION À :

Parks Canada Agency Bid Receiving Unit National Contracting Services Suite 720, 220 – 4<sup>th</sup> Avenue S.E. Calgary, AB T2G 4X3

Bid Fax: 1-866-246-6893

# REQUEST FOR QUOTATION

# **DEMANDE DE PRIX**

# **Quotation to: Parks Canada Agency**

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

# Prix aux : l'Agence Parcs Canada

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

## **Comments - Commentaires**

# Issuing Office - Bureau de distribution :

Parks Canada Agency National Contracting Services Suite 720, 220 – 4<sup>th</sup> Avenue S.E. Calgary, AB T2G 4X3

<b>Title - Sujet</b> Firewood Processing – Jasper National Park			
Solicitation No N° de l'invitation		Date:	
5P420-18-0386/A		October 2	25, 2016
Client Reference N n/a	o N° de référe	ence du cl	ient
GETS Reference N PW-18-00848434	o.   N° de référe	ence de SI	EAG
Solicitation Closes - L'invitation prend fin Fuseau horaire			
<b>At - à :</b> 14 :00			MST
F.O.B F.A.B. Plant - Usine : □ Destination : ⊠ Other - Autre : □			
Address Enquiries to - Adresser toutes questions à Kirsten Sage Kirsten.sage@pc.gc.ca			
Telephone No N° de télécopieur N° de téléphone			
(587) 436-5795 1-866-246-6893			
Destination of Goods, Services, and Construction - Destination des biens, services, et construction See Herein			

# TO BE COMPLETED BY THE BIDDER - À REMPLIR PAR LE SOUMISSIONNAIRE

de l'entrepreneur	le et adresse du fournisseur/
Address - Adresse	
Telephone No N° de téléphone	Fax No N° de télécopieur
Name of person authorized to sign Firm (type or print) - Nom de la per nom du fournisseur/ de l'entrepren caractères d'imprimerie)	rsonne autorisée à signer au
Signature	Date



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# **PART 1 - GENERAL INFORMATION**

# 1.1 Security Requirements

There is no security requirement associated with the requirement.

# 1.2 Statement of Work

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

# 1.3 Debriefings

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

# 1.4 Trade Agreements

The requirement is subject to the provisions of the North American Free Trade Agreement (NAFTA), and the Canadian Free Trade Agreement (CFTA).

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#### **PART 2 - BIDDER INSTRUCTIONS**

#### 2.1 Standard Instructions. Clauses and Conditions

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

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

The <u>2003</u> (2018-05-22) Standard Instructions – Goods or Services – Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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 Optional Site Visit

It is recommended that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for the site visit to be held at the Marmot Pit Site in Jasper National Park on Tuesday, November 06, 2018. The site visit will begin at 1:30 PM MDT. Marmot Pit is located 7km south of the Jasper Townsite on Wabasso Road off Highway 93. Please see Annex "A" – Statement of Work, Appendix B for further location details.

Bidders are requested to communicate with the Contracting Authority no later than Monday, November 05 at 1:00 pm MDT to confirm attendance and provide the name(s) of the person(s) who will attend. Bidders may be requested to sign an attendance sheet. Bidders who do not attend or do not send a representative will not be given an alternative appointment but they will not be precluded from submitting a bid. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.

# 2.2 Submission of Bids

Bids must be submitted only to Parks Canada Agency (PCA) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

Due to the nature of the bid solicitation, bids transmitted by facsimile to PCA will be accepted.

# Bids submitted directly to the Contracting Authority email will not be accepted.

# 2.3 Former Public Servant

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

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For the purposes of this clause,

"former public servant" is any former member of a department as defined in the <u>Financial Administration</u> <u>Act</u>, 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 <u>Public Service Superannuation Act</u> (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the <u>Supplementary Retirement Benefits Act</u>, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the <u>Canadian Forces Superannuation Act</u>, R.S., 1985, c. C-17, the <u>Defence Services Pension Continuation Act</u>, 1970, c. D-3, the <u>Royal Canadian Mounted Police Pension Continuation Act</u>, 1970, c. R-10, and the <u>Royal Canadian Mounted Police Superannuation Act</u>, R.S., 1985, c. R-11, the <u>Members of Parliament Retiring Allowances Act</u>, R.S. 1985, c. M-5, and that portion of pension payable to the <u>Canada Pension Plan Act</u>, R.S., 1985, c. C-8.

# Former Public Servant in Receipt of a Pension

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

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

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

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

# **Work Force Adjustment Directive**

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive?

Yes ( ) No ( )

If so, the Bidder must provide the following information:

- (a) name of former public servant;
- (b) conditions of the lump sum payment incentive;

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(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 - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than seven (7) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

## 2.5 Applicable Laws

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

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

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#### **PART 3 - BID PREPARATION INSTRUCTIONS**

## 3.1 Bid Preparation Instructions

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

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

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

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

# Section I: Financial Bid

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

# 3.1.1 Exchange Rate Fluctuation

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

# Section II: Certifications

Bidders must submit the certifications required under Part 5.

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# PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

#### 4.1 Evaluation Procedures

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

# 4.1.1 Financial Evaluation

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

# 4.2 Basis of Selection

A bid must comply with all requirements of the bid solicitation to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

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#### PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

# 5.1 Certifications Required with the Bid

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

# 5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, if applicable, the declaration form available on the <u>Forms for the Integrity Regime</u> website (http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html), to be given further consideration in the procurement process.

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

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

# 5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the <u>Ineligibility and Suspension Policy</u> (http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

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. Bidders must provide the information requested at **Annex "D"**, Integrity Provisions – List of Names for Integrity Verification Form.

# 5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

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

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

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#### **PART 6 - RESULTING CONTRACT CLAUSES**

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

# 6.1 Security Requirements

There is no security requirement applicable to this Contract.

# 6.2 Statement of Work

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

#### 6.3 Standard Clauses and Conditions

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

#### 6.3.1 General Conditions

2010C (2018-06-21), General Conditions – Services (Medium Complexity) apply to and form part of the Contract.

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

#### 6.4 Term of Contract

# 6.4.1 Period of the Contract

The period of the Contract is from date of Contract to March 29, 2019 inclusive.

# 6.5 Authorities

# 6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

# Kirsten Sage

Contracts, Procurement and Materiel Management Officer Parks Canada Agency
Chief Financial Officer Directorate
Suite #720, 220 – 4<sup>th</sup> Avenue S.E.
Calgary, AB T2G 4X3

Telephone: (587) 436-5795

E-mail address: Kirsten.sage@pc.gc.ca

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

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# 6.5.2 Project Authority

The Project Authority for the Contract is:

# \*\*\* To be determined at contract award \*\*\*

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

# 6.5.3 Contractor's Representative

The Contractor's Representative for the Contract is:

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

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

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

#### 6.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a <u>Public Service Superannuation Act</u> (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.

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# 6.7 Payment

# 6.7.1 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 \$ (insert at time of contract award). Customs duties are included and Applicable Taxes are extra.

# 6.7.2 Limitation of Expenditure

- **6.7.2.1** Canada's total liability to the Contractor under the Contract must not exceed \$ (insert at time of contract award). Customs duties are included and Applicable Taxes are extra.
- 6.7.2.2 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 percent committed, or
  - b. four (4) 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.

**6.7.2.3** 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.

#### 6.7.3 Progress Payments

- **6.7.3.1** Canada will make progress payments in accordance with the payment provisions of the Contract, no more than once a month, for cost incurred in the performance of the Work, up to five (5) percent of the amount claimed and approved by Canada if:
  - a. an accurate and complete claim for payment using form <u>PWGSC-TPSGC 1111</u>, Claim for Progress Payment, and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
  - b. the amount claimed is in accordance with the basis of payment;
  - c. the total amount for all progress payments paid by Canada does not exceed five(5) percent of the total amount to be paid under the Contract;
  - d. all certificates appearing on form <a href="PWGSC-TPSGC 1111">PWGSC-TPSGC 1111</a> have been signed by the respective authorized representatives.

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- **6.7.3.2** The balance of the amount payable will be paid in accordance with the payment provisions of the Contract upon completion and delivery of all work required under the Contract if the Work has been accepted by Canada and a final claim for the payment is submitted.
- **6.7.3.3** Progress payments are interim payments only. Canada may conduct a government audit and interim time and cost verifications and reserves the rights to make adjustments to the Contract from time to time during the performance of the Work. Any overpayment resulting from progress payments or otherwise must be refunded promptly to Canada.
- 6.8 Invoicing Instructions Progress Payment Claim Supporting Documentation is required
- **6.8.1** The Contractor must submit a claim for payment using form <a href="PWGSC-TPSGC 1111">PWGSC-TPSGC 1111</a>, Claim for Progress Payment.

Each claim must show:

- a. all information required on form PWGSC-TPSGC 1111;
- all applicable information detailed under the section entitled "Invoice Submission" of the general conditions.

Each claim must be supported by:

- a. a copy of the monthly progress report.
- **6.8.2** Applicable Taxes, must be calculated on the total amount of the claim before the holdback is applied. At the time the holdback is claimed, there will be no Applicable Taxes payable as it was claimed and payable under the previous claims for progress payments.
- 6.8.3 The Contractor must prepare and certify one original and two (2) copies of the claim on form <a href="PWGSC-TPSGC 1111">PWGSC-TPSGC 1111</a>, and forward it to the Project Authority identified under the section entitled "Authorities" of the Contract for appropriate certification after inspection and acceptance of the Work takes place.

The Project Authority will then forward the original and two (2) copies of the claim to the Payment Office for the remaining certification and payment action.

**6.8.4** The Contractor must not submit claims until all work identified in the claim is completed.

# 6.9 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 bidder is not set up for direct deposit, the Direct Deposit enrollment form will be required to be submitted to the Contracting Authority upon receipt of a Purchase Order or Contract. Additional information on this Government of Canada initiative is available at: <a href="http://www.directdeposit.gc.ca">http://www.directdeposit.gc.ca</a>

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#### 6.10 Certifications

### 6.10.1 Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing additional information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the additional information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

# 6.11 Applicable Laws

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

# 6.12 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions 2010C (2018-06-21), General Conditions Services (Medium Complexity);
- (c) Annex "A", Statement of Work;
- (d) Annex "B", Basis of Payment;
- (e) Annex "C", Attestation and Proof of Compliance with Occupational Health and Safety (OHS); and
- (f) the Contractor's bid dated \_\_\_\_\_ (insert at time of contract award).

# 6.13 SACC Manual Clauses

A1009C (2008-05-12) Work Site Access

A9068C (2010-01-11) Government Site Regulations

B6802C (2007-11-30) Government Property

B9028C (2007-05-25) Access to Facilities and Equipment

#### 6.14 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 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.

# 6.15 Insurance – Specific Requirement

The Contractor must comply with the insurance requirements specified in the Contract. 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.

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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.

# 6.15.1 Commercial General Liability Insurance

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.

# **6.15.2** 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 Public Works and Government Services Canada.
- 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)
- 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 Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
- 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.

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#### **ANNEX "A" - STATEMENT OF WORK**

Title: Fire Wood Processing

### 1. Background:

Working to improve the visitor experience and safety in Jasper National Park, Parks Canada has implemented the hazardous tree program removing dangerous trees within Jaspers campgrounds. For the past two (2) winters hazardous trees have been removed by external contractors, Parks Canada Agency (PCA) fire management and trail crews. All trees cut have been limbed and stacked in two (2) locations; Marmot pit (7 km south of town site), located on Wabasso Rd off Hwy 93 and Kerkeslin pit (26 km south of town site), off hwy 93 close to Kerkeslin campground. Based on the measurements of the current log decks Parks Canada estimates that approximately 595 cords will be produced from the current decks on site. A loose cord measures 180 cubic feet and a stacked cord measures 128 cubic feet.

# 2. Scope of Work:

The Contractor is responsible for the following:

- 2.1 To process (buck & split) all logs into firewood, on site at the following two (2) locations:
  - Marmot pit Current conditions:
    - All logs are limbed;
    - All logs were bucked into roughly 12' lengths
    - Log diameters vary between 3" and 24";
    - There are 3 stacks if logs roughly measuring 9' (on average) in height and 78' in length (+/-)
  - Kerkeslin pit Current conditions:
    - All logs are limbed;
    - All logs were bucked into roughly 12' lengths
    - Log diameters vary between 3" and 24";
    - There are 4 stacks of logs measuring approximately 9' in height and 117' in length (+/-);
- 2.2 Firewood must meet the following specifications:
  - All logs to be cut into minimum lengths of 12" and a maximum of 15";
  - o All logs to be split to a maximum of 6" in diameter;
  - o Any logs less than and up to 6" in diameter do not require splitting;
- 2.3 Firewood processed at both locations must be piled in approximately the same footprint as the existing log decks, unless otherwise directed or approved by PCA Project Authority.
- 2.4 Processed wood must be piled in a manner that is measureable by cubic feet in order to calculate for cords produced.
- 2.5 Remove as much loose bark/debris from firewood as possible in order to reduce waste and calculate accurate measurements of firewood produced.
- 2.6 No rocks, loose bark, soil, or other contamination is acceptable in the final stockpiles.

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2.7 Debris and sawdust resulting from firewood processing must be cleaned up and disposed of by the contractor.

# 3. Contractor's Responsibilities:

The contractor must:

- 3.1 Attend a start-up meeting either in person or by teleconference.
- 3.2 Perform the work described in the Scope of Work above to the satisfaction of the Parks Canada Representative or her designate.
- 3.3 Have and maintain current Parks Canada business license.
- 3.4 Maintain appropriate insurance and certification for the work to be performed.
- 3.5 Obtain all necessary permits required to complete the work.
- 3.6 Provide the necessary labour, materials, tools, equipment (commercial firewood processors, hydraulic chainsaw/mechanical splitter, etc.), transportation, accommodation and supervision to complete the work.
- 3.7 Ensure all debris is raked and disposed of in an appropriate manner.
  - 3.7.1 Burning is acceptable with a burn permit.
- 3.8 Ensure job site is kept clean at all times, garbage and food waste enclosed as to not attract wildlife.
- 3.9 Supply and maintain portable washroom facilities.
- 3.10Comply with all related regulatory requirements including but not limited to Regulations, Acts, Directives, Policies, Guidelines, and approved Best Management Practices for Common Activities.
- 3.11 Submit a site Health & Safety plan prior to the start-up meeting and adhere to Occupational Health and Safety Act and Regulations.
- 3.12Ensure work is performed with the appropriate safety measures to monitor and ensure public safety and mitigate risk to assets and wildlife.

# 4. Parks Canada's Responsibilities:

- 4.1 PCA Project Authority will be the liaison.
- 4.2 Coordinate initial project start-up meeting with the Contractor.
- 4.3 Final project inspection and approval prior to payment.

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#### 5. Constraints

Shared Use of the Jobsite:

Marmot Pit is used by Parks Canada staff and external contractors at given time for the following purposes:

- Trail Crews for small building projects and storage of maintenance materials
- Highways crew for storage of road maintenance materials and equipment Various external contractors for asphalt and crushing processing

Kerkeslin Pit is used by Parks Canada Staff at any given time on any day of the week for the following purposes:

- Resource Conservation Staff shooting practice range
- Helicopter landing and take-off site for rescue operations and backcountry hauling expeditions

The Contractor's work space will be restricted to a pre-determined areas within both pits. This includes work vehicles, machinery and the general work.

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Appendix A – Wood stack images

Appendix B - Google images, site locations
Appendix C - Best Management Practices for Common Activities

Under separate attachment.

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# **ANNEX "B" - BASIS OF PAYMENT**

# Financial Bid Submission Requirements

- (a) The Bidder must submit their financial bid in accordance with the Basis of Payment.
- (b) All prices are in Canadian dollars, FOB destination
- (c) Customs duties are included and Applicable Taxes are extra.

# 1. Firm Unit Price(s) - Contract

In consideration of the Contractor completing all of its obligations under the Contract, the Contractor will be paid firm unit price(s) in Canadian funds <u>for all costs</u>, including but not limited to all professional, technical, and administrative fees and costs as required to fulfill the requirements of *Annex A – Statement of Work* as defined.

Note: Estimated values do not guarantee any commitment of Work by PCA.

Item No.	Description	Unit of Measurement	Estimated Quantity (EQ)	Firm Unit Price(s) (PU)	Extended Total(s) (EQ x PU)
1.1	Firewood processing as described in Annex "A" – Statement of Work	Per Cord Produced	595	\$	\$
1.2	Mobilization/Demobilization	Lump Sum	1	\$	\$
Α	Combined Estimated Total Firm Unit Price(s) (excluding applicable tax)  \$				

# 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; and
- (c) Customs duties are included and Applicable Taxes are extra.

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# ANNEX "C" - ATTESTATION AND PROOF OF COMPLIANCE WITH OCCUPATIONAL HEALTH AND SAFETY (OHS)

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

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

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

Parks Canada Responsible Authority/Project Lead	Address	Contact Information
Project Manager/Contracting Authority		
Prime Contractor		
Subcontractor(s) (add additional fields as required)		
Location of Work		
General Description of Work to be Completed		

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# Mark "Yes" where applicable.

Name	Signature	Date
	(contractor), certify the ployees and all sub-contractors will comply with the rs and conditions of the contract.	at I have read, understood and attest that my equirements set out in this document and
	The contractor and/or its subcontractor(s) will ensurespect of any emergency procedures applicable to	
	Where a contractor and/or its subcontractor(s) will substances in the work place, it will place warning the presence of the substances and any precaution hazard of injury or death.	signs at access points warning persons of
	The contractor and/or its subcontractor(s) has insp assessment and has put in place a health and safe accordingly, prior to the commencement of the wor	ty plan and informed its employees
	The contractor and/or its subcontractor(s) will ensure health and safety of Parks Canada employees.	re that its activities do not endanger the
	The contractor and/or its subcontractor(s) will ensure all prescribed safety materials, equipment, dev	
	The contractor and/or its subcontractor(s) will proviequipment, devices and clothing.	de all prescribed safety materials,
	The contractor and/or its subcontractor(s) will complegislation and Parks Canada's policies and proceds safety.	
	A meeting has been held to discuss hazards and a foreseeable hazards have been identified to the co	

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**Organizational Structure:** 

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n/a

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#### ANNEX "D"- INTEGRITY PROVISIONS - LIST OF NAMES FOR INTEGRITY VERIFICATION FORM

# Requirements

Section 17 of the <u>Ineligibility and Suspension Policy</u> (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.

) Corporate Entity

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 <a href="Information Bulletin: Required information to submit a bid or offer">Information Bulletin: Required information to submit a bid or offer</a> for additional details.

( ) Privately Owned Corporation

( ) Sole Proprietor ( ) Partnership	
of Names (see instructions above)	
Name	Title

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

Signature

Please include with your bid or offer.