

RETURN BIDS TO: RETOURNER LES SUBMISSION À :

Parks Canada Agency Bid Receiving Unit National Contracting Services Unit 220 – 4 Avenue S.E., suite 720 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 220 – 4 Avenue S.E., suite 720 Calgary, AB T2G 4X3

Solicitation No N° de l'invitationDate Novemb5P420-18-0349/ANovemb			er 28, 2018	
Client Reference N n/a	ient			
GETS Reference No. N° de reference de SEAG PW-18-00853292 Solicitation Closes - L'invitation prend fin				
				At - à : 14 :00 On - le : December
F.O.B F.A.B. Plant - Usine : Destination : Other - Autre :				
d Address Enquiries to - Adresser toutes questions à Adam Tan		stions à		
Telephone No	Fax NoN° de	Ema	il Address - Couriel	
N° de telephone	télécopieur		n.tan@canada.ca	

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

Vendor/ Firm Name - Raison sociale et adresse du fournisseur/ de l'entrepreneur			
Address - Adresse			
Telephone No N° de telephone	Fax No N° de télécopieur		
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)			
Signature	Date		





Title - Sujet

Highway 4 Alder Removal - Pacific Rim National Park Reserve, BC

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Amd. No. - N° de la modif. 00 Contracting Authority - Autorité contractante Adam Tan

Client Ref. No. - N° de réf. du client n/a

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 Canadian Free Trade Agreement (CFTA).

Title - Sujet Highway 4 Alder Removal - Pacific Rim National Park Reserve, BC

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 on December 6, 2018. The site visit will begin at 1:00 p.m. PST, at the park Administration Office at 2040A Pacific Rim Highway.

<u>Bidders are requested to communicate with the Contracting Authority no later than Tuesday, December</u> <u>4, 2018 to confirm attendance</u> 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.

Occupational Health and Safety Equipment will be required (high vis-vests).

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.

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.

Definition

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

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

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

Former Public Servant in Receipt of a Pension

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

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

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

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

Work Force Adjustment Directive

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

Yes() **No**()

If so, the Bidder must provide the following information:

- (a) name of former public servant;
- (b) conditions of the lump sum payment incentive;
- date of termination of employment; (c)
- amount of lump sum payment; (d)

- (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 three (3) 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 British Columbia.

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

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Canada requests that Bidders 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 <u>Policy on Green</u> <u>Procurement</u> (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.

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.

4.1.2 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 "<u>FCP</u> <u>Limited Eligibility to Bid</u>" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from <u>Employment and Social Development Canada (ESDC) - Labour's</u> 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.

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</u> <u>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 8, 2019 inclusive.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Adam Tan

Contracting Officer Parks Canada Agency National Contracting Services Suite 1300, 635 – 8 Avenue S.W. Calgary, AB T2P 3M3

Telephone: (587)-436-5793 Facsimile: 1-866-246-6893 E-mail address: <u>adam.tan@canada.ca</u>

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform

work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

6.5.2 Project Authority

The Project Authority for the Contract is:

*** To be 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:			
Vendor/ Firm Name:			
Address:			
City:	Province/ Territ	ory:	Postal Code:
Telephone:		Facsimile:	
Email Address:			
Procurement Business Number	or Goods and Se	ervices Tax Num	ber:

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</u> <u>Access Canada Website</u> (https://buyandsell.gc.ca/for-businesses/selling-to-the-government-ofcanada/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</u> <u>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 <u>Contracting Policy Notice: 2012-2</u> of the Treasury Board Secretariat of Canada.

6.7 Payment

6.7.1 Basis of Payment – Firm Lot Price

For the Work described in Sections 2.1.1, 2.1.2 and 2.1.3 of the Statement of Work in Annex "A":

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm lot price(s) as specified in Annex "B" for a cost of **\$ (insert the amount at contract award).** Customs duties are excluded and Applicable Taxes are extra.

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

6.7.2 Basis of Payment: Cost Reimbursable – Limitation of Expenditure

For the Work described in Section 2.1.10 of the Statement of Work in Annex "A":

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.

6.7.3 Limitation of Expenditure

- **6.7.3.1** 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.
- **6.7.3.2** 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.

6.7.3.3 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.

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6.7.4 Single Payment

SACC Manual Clause <u>H1000C</u> (2013-11-06), Single Payment

6.8 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: <u>http://www.directdeposit.gc.ca</u>

6.9 Certifications

6.9.1 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.

6.10 Applicable Laws

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

6.11 **Priority of Documents**

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

- (a) the Articles of Agreement;
- (b) the general conditions 2010C (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).

6.12 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

6.13 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.

6.14 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.

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.

6.14.1 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.

6.14.2 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.

n/a

- 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.
- Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior j. 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.

ANNEX "A" – STATEMENT OF WORK

1.0 <u>Purpose</u>:

Parks Canada Agency requires services for Red Alder tree removal along Hwy 4 within Pacific Rim National Park Reserve (PRNPR). These trees are leaning towards the highway, encroaching on the clear-zone, and starting to become a public safety and maintenance concern. Parks Canada is seeking the services of a Contractor certified in the province of British Columbia to fall trees along a major highway, within close proximity to a BC Hydro power line.

2.0 The Contractor's Responsibilities

The Contractor must:

2.1 <u>Scope of Work</u>:

- **2.1.1** Provide all materials, vehicles, equipment, labour, mobilization, demobilization, travel etc. to perform the Work.
- 2.1.2 Fall and remove (chip or remove logs) an estimated 832 Red Alder (*Alnus rubra*) trees along the edge of Hwy 4 as specified in Appendix A. Work is to be done under the supervision of an International Society of Arboriculture (ISA) Certified Utility Arborist. All felling must be done by individuals who are qualified according to the BC *Occupational Health and Safety Regulation* (BC OHS 26.21). Most trees will require climbing or the use of a bucket truck in to be safely felled. Site plan maps are included in Appendix A.
- **2.1.2.1** All logs with less than a 20cm top diameter are to be chipped into the bush or Contractor owned truck as per the specifications on the maps within Appendix A. Locations within Appendix A that state 'No Chipping' indicates that no trees, branches or debris is to be chipping into the bush. Trees with less than a 20cm top diameter within the 'No Chipping' locations are to be chipped into a trucks and disposed of at locations specified by PCA after Contract Award.
- **2.1.3** Alder stems from sections indicated within Annex "A" Section 2.2 with more than 50 trees per section, with top diameters greater than 20cm, are to be delivered to the Tla-o-qui-aht First Nation (Ty-histanis maintenance yard) and the Ucluthaht First Nation (location to be determined) for cultural use. A dump site for stem rounds and chips, that are not delivered to First Nations, is to be designated within the Long Beach Unit of PRNPR. All logs transported outside of PRNPR require a valid timber mark, which is available from Parks Canada Agency Project Authority (PCA PA) or their designates.
- **2.1.3.1** It is the Contractor's decision on how they wish to buck the stems for delivery of Red Alder stems to the First Nations. The Contractor may buck logs into lengths that would fit into a bin truck or dump truck for delivery. They may also buck into full lengths and use a self-loading logging truck for stem delivery.
- **2.1.4** The worksite must be inspected by a qualified person authorized by BC Hydro to identify hazardous areas (BC OHS Policy S.19), prior to commencement of work. It is the responsibility of the Contractor to identify hazardous work sites and seek authorization from BC Hydro. The minimum approach distance for this 25 kV power line is 3 meters. If the minimum approach distance cannot be maintained, BC Hydro must be contacted in order to develop a mitigation plan.
- **2.1.5** Traffic control must be used during falling activities, and comply with the standards defined in the BC OHS (S.18).

- **2.1.6** Contractor is responsible for sweeping work areas in order to maintain a debris-free roadway within twenty-four (24) hours after tree removal from each section. All tree ribbon must be removed and properly disposed of.
- **2.1.7** The Contractor is responsible for arranging and undertaking all services necessary to complete this project, within the project timeline;
- **2.1.8** Prior to the start date the Contractor is responsible for providing Parks Canada Project Authority a work schedule which must include the following information:
 - A quality control plan documenting the Contractor's procedures for maintaining the quality of work as per these specifications;
 - A traffic control and management plan in accordance to the British Columbia Transportation Guidelines and a copy of the Contractor's health and safety plan;
 - An environmental plan detailing safe work practises and the remediation of any environmental spills in relation to the work;
 - A list of key Contractor personnel, including names positions and telephone numbers. For all climbing fallers and arborists, proof of certifications must be provided for employees or sub-contractors;
 - A work plan describing the intended methods of work and projected equipment and personnel on site;
 - Any associated travel costs required to perform the Work are the responsibility of the Contractor and is not be reimbursed by Parks Canada.
- **2.1.9** The Contractor is responsible for working with BC Hydro to identify hazardous areas and develop a mitigation plan if necessary. This work must be done at the Contractor's expense.
- **2.1.10** Danger tree assessment and removal was last done along the Hwy 4 corridor in March 2018. The Contractor is responsible for assessing the work sites to ensure the safety of their crew(s). This may include danger tree assessment, at their own discretion. The Contractor is to fall any additional PCA approved trees assessed during the danger tree assessment. Parks Canada approval is necessary prior to falling of danger trees outside of the Alder marked and identified in Section 2.2 Red Alder Removal Areas.
- **2.1.11** Collateral damage to adjacent trees is to be assessed alongside PCA PA or their designates. Where necessary, the Contractor must be responsible for removal or modification of damaged trees as necessary. This work is to be done at the Contractor's expense.
- **2.1.12** A spill kit capable of absorbing 110% of any possible spill must be present on-site at all times.
- **2.1.13** The Contractor must make reasonable attempts to protect vegetation and soils. Soil disturbances must be remediated at the Contractor's expense.
- **2.1.14** This work must be completed outside of the bird breeding window and no breeding bird survey will be completed prior to the commencement of work. The Contractor is to be responsible for visually scanning each tree prior to falling. If evidence of wildlife use is discovered, it must be reported to PCA PA or their designates. Options to either retain or modify the tree will be considered.
- **2.1.15** No fee payment must be made by Parks Canada based on the cost of work incurred to remedy errors or omissions, for which the Contractor is responsible for.

2.1.16 The Contractor is responsible for obtaining a Park Business Licence.

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2.2 Red Alder Removal Areas

The areas for Red Alder removal are described in the following table. Site Plan maps are included in Appendix A.

Note:

The highway in the North end of the National Park contains with more twists and turns, resulting in a) higher density sections. These sections are higher priority, thus the Project Authority will communicate the section priority to the Contractor after contract award.

Site Description	Estimated # of Trees	Comments
North park boundary to radar hill	13	Candy striped ribbon – sensitive area PCA PA or their designates to be on site during falling.
Radar Hill to bomber trail	91	Most trees are concentrated on S-curve corner south of Radar Hill Road
Bomber trail to wave hazard sign	110	72 of these trees are concentrated at a sharp corner behind Jersey barriers
Wave hazard sign to northern Ty- histanis road	12	
Ty-histanis north to Grice Bay Road	21	Candy striped ribbon – sensitive area
Across From Grice Bay Rd. – West side of Hwy 4	14	
East side of Hwy 4 – Power line crossing to southern Ty-histanis road	62	
Esowista hill to Incinerator Rock parking lot	127	High density area. Trees are large and leaning towards power line on opposite site of Hwy 4
Incinerator to Long Beach parking lot	24	Numerous large Alder that are not leaning towards Hwy 4 have been retained in this area
Long Beach Parking lot to the Long Beach escarpment hill	29	Numerous large Alder that are not leaning towards Hwy 4 have been retained in this area
Greenpoint campsite to high point water tank	16	Concentrated to the north of the water tank
High point water tank to NAVCAN site	15	Concentrated to the north of the NAVCAN site. Archeological site
Combers Beach parking lot to old Combers road	16	2 trees located directly south of Combers parking lot. The rest are in the vicinity of old Combers road
Devils Dip	4	Located on the west side of Devil's Dip. Alder behind Jersey barrier must be removed during trail construction
~700 m south of landfill corner	3	
~1200 m south of landfill corner	15	
~1700 m south of landfill corner	1	
~2200 m south of landfill corner	4	
North of sewage lagoon access South of sewage lagoon access	29	Candy striped ribbon – sensitive area Additional Alder must be felled to the south
	10	during trail construction
Sewage lagoon to Wick road	32	
Wick road to old gold mine trail	80	

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Old gold mine trail to lost shoe creek	31	
Lost shoe creek to south park boundary	73	Dispersed throughout section
Total Estimated Amounts	832	

2.3 Additional Contractor Responsibilities and Considerations

- The Contractor must follow all safety precautions and have a written plan for spills and environmental concerns while working in the park;
- All Contractors and workers must go through an environmental awareness and cultural resource management pre-work orientation with Resource Conservation staff prior to start date;
- The Contractor must have a valid PRNPR business licence to carry out work within the park;
- Work crews must have a park pass for each vehicle and follow all park/town regulations;
- A written work plan with a detailed traffic control plan and an emergency proposal must be presented and approved prior to start date;
- Any mechanized equipment (eg. bucket truck, chipper, excavator) must be operated on the paved roadway and must be equipped with rubber tires or tracks;
- All equipment must be cleaned prior to arrival in PRNPR in order to prevent the introduction of invasive seed;
- The Contractor is restricted from conducting this work on statutory holidays or long weekends. All work must occur within daylight hours; and
- All work be performed in accordance with the ordinances, laws, rules and regulations set out in the National Parks Act. No wood is permitted to be salvaged for the Contractors use.

3.0 Parks Canada's Responsibilities:

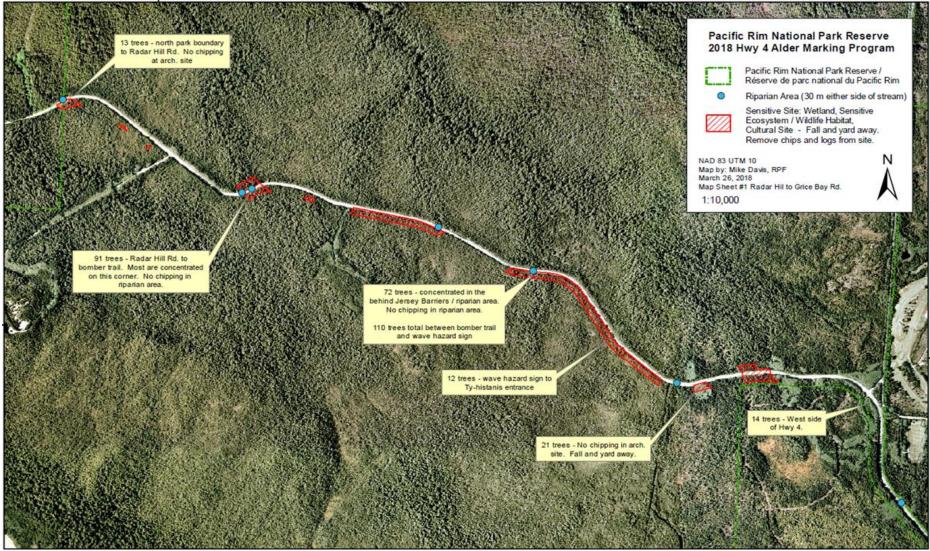
- **3.1** Parks Canada will provide all necessary information.
- **3.2** Parks Canada will provide on-site monitoring when the Contractor is working within identified sensitive areas.
- **3.3** PCA PA or their designates will liaise with First Nations partners and provide direction on log dropoff sites.
- **3.4** PCA PA or their designates will provide direction on material disposal sites within the Park.
- **3.5** Parks Canada provide the Contractor appropriate access to the work areas as operations allow.
- **3.6** Parks Canada will provide a representative on request during the project in order to be able to make adjustments to the project as needed.

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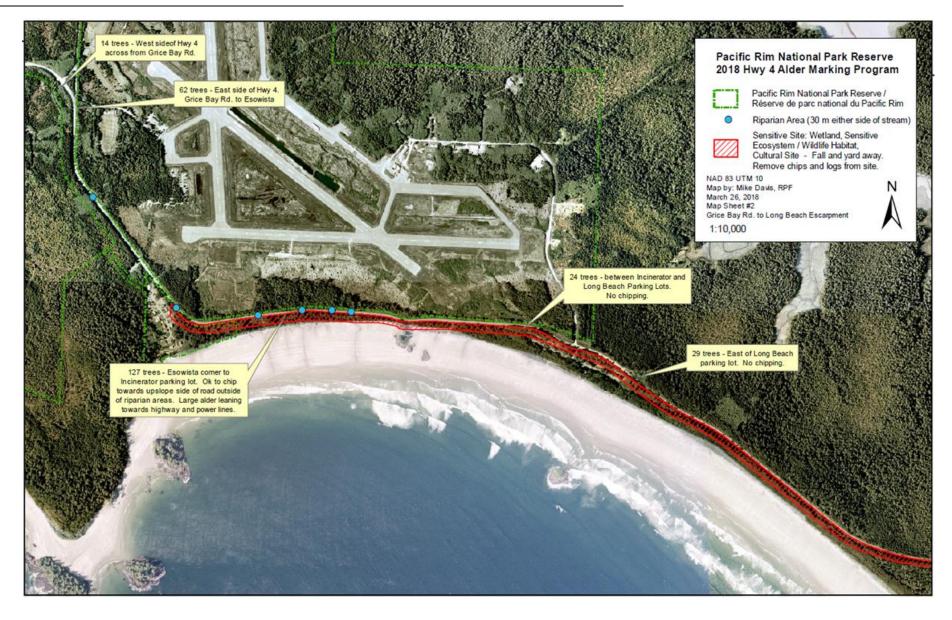
Appendix A: Site Plan Map



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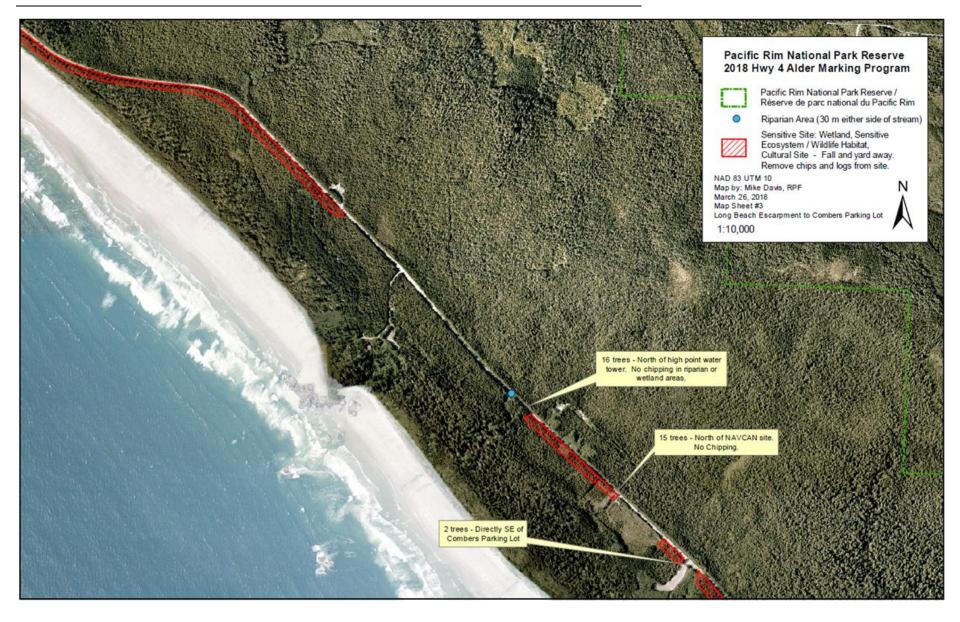
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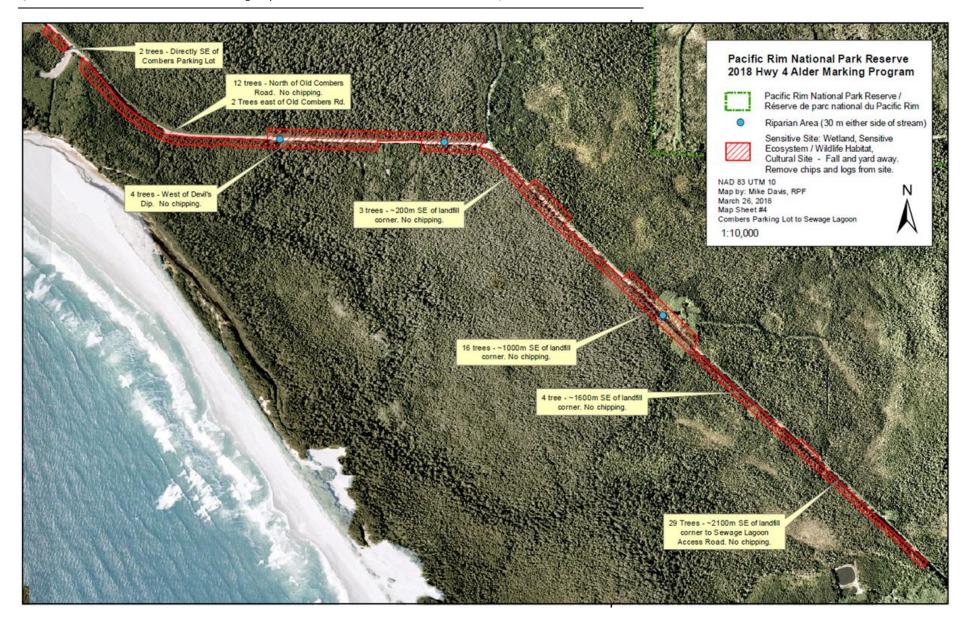
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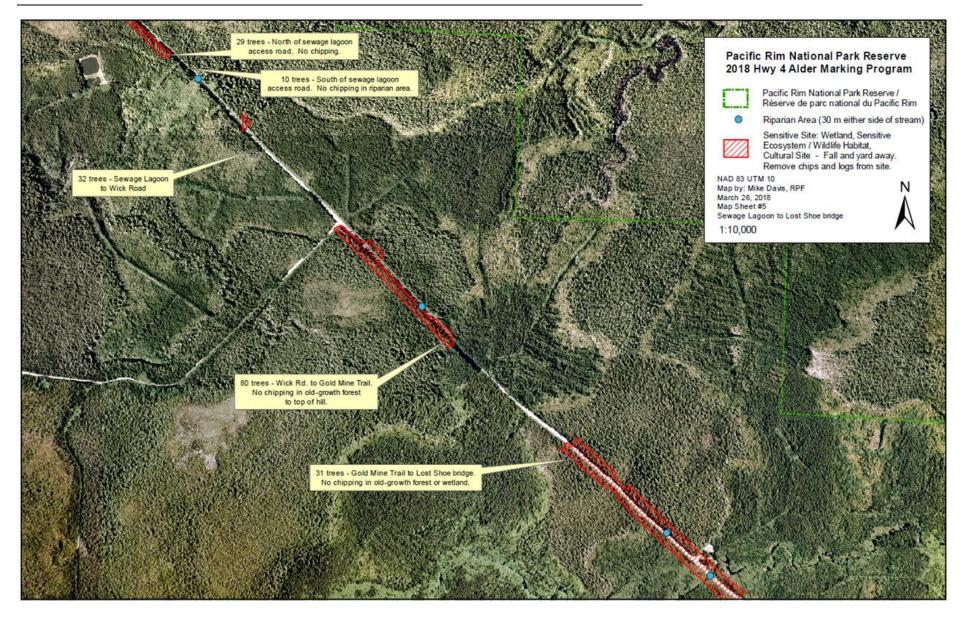
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Title - Sujet

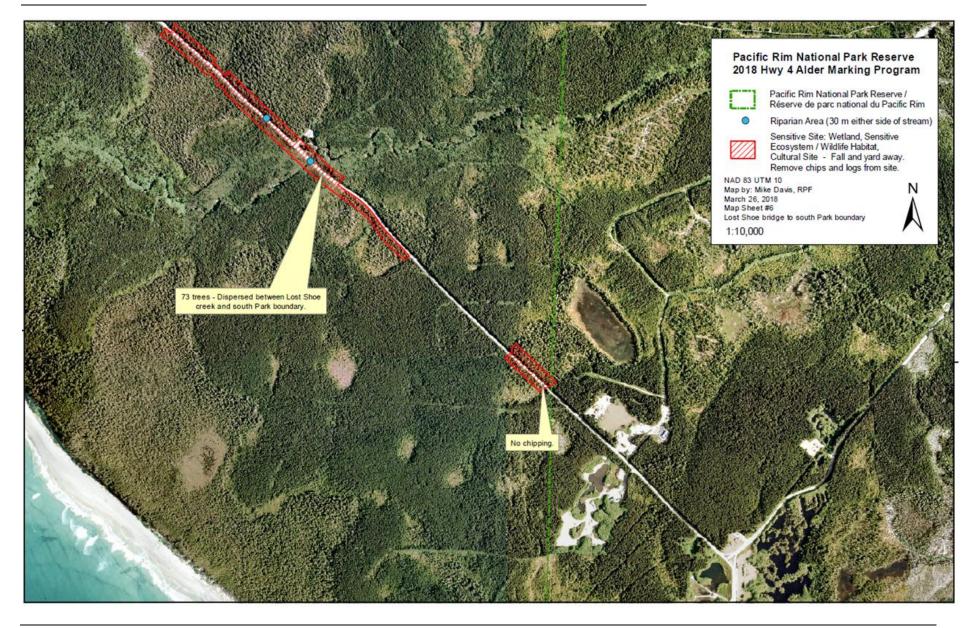
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ANNEX "B" - BASIS OF PAYMENT

** To Be Completed By the Bidder**

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.
- (d) Total Combined Evaluated Estimated Bid Price Calculation:

For the purposes of evaluation, the evaluated bid price will be comprised of the combined total of Table A and Table B.

Table A: Required Services – Firm Lot Prices

In consideration of the Contractor completing all of its obligations under the Contract, the Contractor will be paid a firm lot price 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.

ltem No.	Description	Firm Lot Price(s) (B)
1	For the work outlined within Annex "A" – Statement of work for North park boundary to radar hill.	\$
2	For the work outlined within Annex "A" – Statement of work for Radar Hill to bomber trail	\$
3	For the work outlined within Annex "A" – Statement of work for Bomber trail to wave hazard sign	\$
4	For the work outlined within Annex "A" – Statement of work for Wave hazard sign to northern Ty-histanis road	\$
5	For the work outlined within Annex "A" – Statement of work for Ty-histanis north to Grice Bay Road	\$
6	For the work outlined within Annex "A" – Statement of work for Across From Grice Bay Rd. – West side of Hwy 4	\$
7	For the work outlined within Annex "A" – Statement of work for East side of Hwy 4 – Power line crossing to southern Ty-histanis road	\$
8	For the work outlined within Annex "A" – Statement of work for Esowista hill to Incinerator Rock parking lot	\$
9	For the work outlined within Annex "A" – Statement of work for Incinerator to Long Beach parking lot	\$

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10	For the work outlined within Annex "A" – Statement of work for Long Beach Parking lot to the Long Beach escarpment hill	\$
11	For the work outlined within Annex "A" – Statement of work for Greenpoint campsite to high point water tank	\$
12	For the work outlined within Annex "A" – Statement of work for High point water tank to NAVCAN site	\$
13	For the work outlined within Annex "A" – Statement of work for Combers Beach parking lot to old Combers road	\$
14	For the work outlined within Annex "A" – Statement of work for Devils Dip	\$
15	For the work outlined within Annex "A" – Statement of work for ~700 m south of landfill corner	\$
16	For the work outlined within Annex "A" – Statement of work for ~1200 m south of landfill corner	\$
17	~ For the work outlined within Annex "A" – Statement of work for 1700 m south of landfill corner	\$
18	For the work outlined within Annex "A" – Statement of work for ~2200 m south of landfill corner	\$
19	For the work outlined within Annex "A" – Statement of work for North of sewage lagoon access	\$
20	For the work outlined within Annex "A" – Statement of work for South of sewage lagoon access	\$
21	For the work outlined within Annex "A" – Statement of work for Sewage lagoon to Wick road	\$
22	For the work outlined within Annex "A" – Statement of work for Wick road to old gold mine trail	\$
23	For the work outlined within Annex "A" – Statement of work for Old gold mine trail to lost shoe creek	\$
24	For the work outlined within Annex "A" – Statement of work for Lost shoe creek to south park boundary	\$
A	Total Firm Lot Price (excluding applicable tax)	

TABLE B: Limitation of Expenditure – Firm Unit Price

In consideration of the Contractor completing all of its obligations under the Contract, the Contractor will be paid a firm unit price 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 under section 5.0 As and When Requested Services.

Note:

(a) Estimated values do not guarantee any commitment of Work by PCA.

Item No.	Description	Estimated Quantity of Trees	Estimated Number of Hours for the Removal of Trees	Unit of Measurement	Firm Unit Price(s) (B)	Extended Total (A x B)
1.	For the work outlined within Annex "A" – Statement of Work under Section 2.1.10	20	8	Per Hour		
В					rm Unit Price oplicable tax)	

TABLE C: Total Evaluated Price

	Total Evaluated Bid Price	
С	(Table A + Table B)	
	(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.

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.

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

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

Name

Signature

Date

ANNEX "D"- INTEGRITY PROVISIONS – LIST OF NAMES 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.

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.

Organizational Structure:	 () Corporate Entity () Privately Owned Corporation () Sole Proprietor () Partnership
	() Partnership

List of Names (see instructions above)

Name	Title

Solicitation No N° de l'invitation 5P420-18-0349/A	Amd. No N° de la modif. 00	Contracting Authority - Autorité contractante Adam Tan
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Declaration		
I, (name), (positio		, (position)
	, of (supplier's	name)
the best of my knowledge and belie list of names will render a bid or off contract or real property agreement within 10 working days, inform the	of, true, accurate and complet er non-responsive, or I will be t. I am aware that during the b contracting authority in writing	ne information provided in this Form is, to e. I am aware that failing to provide the e otherwise disqualified for award of a bid or offer evaluation stage, I must, g of any changes affecting the list of ust inform the Registrar of Ineligibility and

Suspension within 10 working days of any changes to the list of names submitted.

Signature

Please include with your bid or offer.